

BACKGROUND:

- (A) These Terms of Sale together with the documents referred to in the attachment below which Paid Content, accessed through this website, <<insert website address>>.
- (B) Terms and information that are available via Our Site using the [Zoom] [or] [other online service details] platform are set out in the attachment below only for the purposes set out in these Terms of Sale.
- (C) Please read these Terms of Sale carefully. You understand them before You accept them. **When setting up an Account, You will be required to read, accept and agree to these Terms of Sale and the attached documents.** A Subscription and access to Paid Content will not be available until You have accepted these Terms of Sale.
- (D) All of the information that We give to You as a Consumer whether:
 - (i) are required by law to give to You;
 - (ii) voluntarily give to You when You order a Subscription or when You accept a Subscription.

We give You some of that information in the attachment below set out in these Terms of Sale.
- (E) These Terms of Sale, as well as the attached documents, are in the English language only.
- (F) These Terms of Sale apply to the use of Our Site are separate from the Terms of Use”.

1. Definitions and Interpretation

1.1 In these Terms of Sale, the following expressions have the following meanings:

“Account”

“Background Items”

“Consumer”

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ent below and any and all other documents referred to in the attachment below set out the terms and conditions on which Paid Content, accessed through this website, <<insert website address>> sold by Us to Consumers through Our Site.

g personal fitness training from or via Our Site using the [Zoom] [or] [other online service details] platform are set out in the attachment below only for the purposes set out in these Terms of Sale. They will have the same effect as if they were part of the Terms of Sale.

ent below carefully and ensure that You understand them before You accept them. If You have any query about anything in these Terms of Sale, please contact Us to discuss.

When setting up an Account, You will be required to read, accept and agree to these Terms of Sale and the attached documents. You will not be able to purchase a Subscription and access to Paid Content until You have accepted these Terms of Sale.

ent below set out in these Terms of Sale. All of the information that We give to You as a Consumer whether:

- (i) are required by law to give to You;
- (ii) voluntarily give to You when You order a Subscription or when You accept a Subscription.

We give You some of that information in the attachment below set out in these Terms of Sale.

acts, are in the English language only.

Content; the terms governing use of Our Site are separate from the Terms of Use”.

otherwise requires, the following meanings:

unt, referred to in sub-Clause 7.1, that You accept with Us in order to purchase any Paid Content.

and other information about topics including health, fitness, wellness, diet and/or nutrition programmes that We provide to You, whether viewable as text/graphics;

idual customer who is to receive or use Paid Content comprising Paid Content for their personal use and for purposes wholly or mainly unrelated to the purposes of any business, trade, craft or profession.

“Contract”

“Paid Content”

“Subscription”

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Contract for the purchase of a Subscription to Paid Content, as explained in Clause 7;

Paid Content (including text, graphics, images, audio and video) comprising any session or course of instruction, health or nutrition training, any Background Items or other materials which We offer. The sessions, courses, events and other information or materials made available through Our Site and made available by [Our Site] by means of

live stream audio and/or video conferencing (e.g. Zoom, GoToMeeting, Skype for Business, Microsoft Teams), WebEx];

live stream video and/or audio]

downloadable non downloadable video and/or

any other viewable text, graphics or other content or other items or information, including Background Items.

Background Items will be more fully described in other clauses of this Agreement. We give or make available to You access to a Subscription. That information may include any trainer or instructor or other person presenting any content on Our behalf but if they do not do so, We may if so We reserve the right in Our discretion at any time and without notice to terminate the Subscription of any other individual(s) who is suitably qualified to be a member of the Club; and

A Subscription to Our Site purchased by You entitles You with the entitlement and access to the Club which comprises either:

(a) one or more specific single events or items;

(b) one or more series or collections of two or more events or items; and/or

(c) one or more or all types of events or items made available on or via Our Site; and

Background Items.

Background Items information about the times and dates of access to (a), (b) and (c) before You purchase a Subscription (as to which, see sub-clause 7.2).

Background Items Your Subscription will include access to the Club for the whole period of the Subscription and they will all be accessible as soon as You receive a Subscription Confirmation;

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“Subscription Confirmation”

acceptance and confirmation of Your Subscription;

“Subscription ID”

reference number for Your Subscription;

“We/Us/Our”

of <<insert business name>> [, a company registered in England under <<insert company number>> whose registered address is <<insert address>> and whose main trading address is <<insert address>>].

2. Information About Us

- 2.1 Our Site, <<insert business name>> [<<insert company number>>] <<insert address>> and whose VAT number is <<insert VAT number>> [Our VAT number is <<insert VAT number>>].
- 2.2 [We are regulated by <<insert regulator(s)>>].
- 2.3 [We are a member of <<insert association(s) etc.>>].
- 2.4 [<<insert further information>>].

owned and] operated by <<insert business name>> [<<insert company number>>] registered in England under <<insert company number>> whose registered address is <<insert registered address>> and whose main trading address is <<insert address>>].

3. Contacting Us

- 3.1 If You wish to contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert address>>.
- 3.2 For matters relating to Your Subscription or Account, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert address>>.
- 3.3 For matters relating to the Terms of Sale, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert address>>.
- 3.4 To make a complaint, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert address>>.

Questions, You may contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert address>>. For matters relating to Your Subscription or Account, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert address>>. For matters relating to the Terms of Sale, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert address>>. To make a complaint, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert address>>.

4. Consumers only and Age Restrictions

Only a Consumer may purchase and access Paid Content on or through Our Site. Only if they are of age may they do so.

and access Paid Content on or through Our Site. Only if they are of age may they do so.

5. Business Customers

These Terms of Sale and Terms of Subscription and access to Paid Content do not apply to customers purchasing on behalf of any business trade, craft or profession carried on by a person/organisation.

These Terms of Sale and Terms of Subscription and access to Paid Content do not apply to customers purchasing on behalf of any business trade, craft or profession carried on by a person/organisation.

6. Subscriptions, Paid Content and Accuracy

- 6.1 [We make all reasonable endeavours to ensure that all descriptions of Subscriptions and Paid Content from Us correspond to the actual Subscriptions and Paid Content that you will receive. [Please note, however, that due to <<insert text>> that may occur>>].]
- 6.2 [Please note that we do not exclude Our responsibility for mistakes due to negligence. This clause refers only to minor discrepancies]

We make all reasonable endeavours to ensure that all descriptions of Subscriptions and Paid Content from Us correspond to the actual Subscriptions and Paid Content that you will receive. [Please note, however, that due to <<insert text>> that may occur>>]. We do not exclude Our responsibility for mistakes due to negligence. This clause refers only to minor discrepancies]

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between the Paid Content and the actual Content. If Your Subscription is not correct, We will not be responsible for any errors or omissions of it. Please refer to Clause 11 for more information. [We will correct.]

6.3 We may from time to time change the price of any Subscription that you purchase. Changes in price will not affect the price of any Subscription that you have already purchased but will apply to any Subscriptions that you purchase after the date we will inform You of any change in price. We will inform You of any change in price at least 30 days 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 be made to certain Paid Content, for example, to reflect changes in technology and regulatory requirements, or to address technical or legal issues. These changes will not alter the main characteristics of the Content and should not normally affect Your use of the Content. However, changes may be made that would affect Your use of the Content, and such changes will be provided to You.

6.5 In some cases, as described in sub-Clause 6.1, We may also make more significant changes to 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 such a change, You may cancel the Contract as described in sub-Clause 13.1.

6.6 Where any updates to Paid Content are made, that Paid Content will continue to match Our description of the Content to You before You purchased Your Subscription to access the Content. Please note that this does not prevent Us from updating the 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 they are displayed. Pricing information is reviewed and updated every 24 hours. Changes in price will not affect any order already placed (please note sub-Clause 6.11 regarding VAT, however).

6.8 All prices are checked regularly. In the event that We have accepted Your order and the correct price is lower than that shown when You placed Your order, We will simply charge You the lower price. If the correct price is higher, We will give You the opportunity to cancel Your order or to accept Your order at the correct price or to continue with Your order at the price of it). We will not proceed with processing Your order 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 accordingly.

6.9 If We discover an error in the description of Your Subscription after Your order is processed, We will inform You immediately and make all reasonable efforts to correct the error. We may, however, have the right to cancel the Contract if the error is significant. We will inform You of such an error and You may wish to cancel the Contract as described in sub-Clause 13.4.

6.10 If the price of a Subscription changes between the time of placing Your order and taking payment, You will be charged the price in effect at the time of placing Your order.

6.11 All prices on Our Site include VAT. VAT rate changes between Your order being placed and payment being received. The amount of VAT payable will be automatically adjusted to the current rate.

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7. Orders – How Contracts

7.1 Our Site will guide purchasing a Sub setting up an Acco You will be given th amend it. Please e submitting it.

7.2 If, during the orde information, please process Your order You to ask to corr information within a and treat the Contr delay in the availa incorrect or incompl

7.3 No part of Our Sit Your order to purch may, at Our sole di order does not mea by Us sending You sent You a Subscri between Us and Yo

7.4 Subscription Confir

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7.5 In the unlikely even reason, We will exp circumstances. If W You as soon as pos

7.6 Any refunds under and in any event triggering the refund

7.7 Refunds under this

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Us with incorrect or incomplete s possible. If We are unable to mplete information, We will contact ve Us the accurate or complete request, We will cancel Your order We will not be responsible for any that results from You providing

ual offer capable of acceptance. titutes a contractual offer that We knowledge of receipt of Your ed it.] Our acceptance is indicated tion by email. Only once We have here be a legally binding Contract

following information:

ordered including full details of the scription and Paid Content available

Subscription including, where onal charges;

(including the start date, and the

ment that the Paid Content will be and that You will lose Your legal cancel upon accessing the Paid ause 12.1;

r recorded) event, item, series, or items or Background Items time/date when or period during

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or cannot fulfil Your order for any ayment will be taken under normal any such sums will be refunded to thin <<insert period>>.

ued to You as soon as possible, s of the day on which the event

using the same payment method

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that You used when You request that We make

description [unless You specifically request a different method].

8. Payment for Subscription

8.1 Payment for each Subscription shall be made in advance in full. Your chosen payment method shall be used when We process Your order and We will send You a Subscription Confirmation when the Subscription usually occurs immediately and You will be shown a receipt for Your payment(s).

Subscription shall be made in advance in full. Your chosen payment method shall be used when We process Your order and We will send You a Subscription Confirmation when the Subscription usually occurs immediately and You will be shown a receipt for Your payment(s).

8.2 We accept the following payment methods on Our Site:

payment methods on Our Site:

- 8.2.1 <<insert payment method>>
- 8.2.2 <<insert payment method>>
- 8.2.3 <<insert payment method>>
- 8.2.4 <<add further payment methods as required>>.

payment methods as required>>.

8.3 If You do not make a payment 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 a payment within the <<insert period>> of Our reminder, We may cancel the Contract and any amounts due to Us will remain due and payable.

If You do not make a payment 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 a payment within the <<insert period>> of Our reminder, We may cancel the Contract and any amounts due to Us will remain due and payable.

8.4 If You believe that We have charged an incorrect amount, please contact Us at <<insert email address>> as reasonably possible to let Us know. You will not be entitled to a refund while availability is suspended.

If You believe that We have charged an incorrect amount, please contact Us at <<insert email address>> as reasonably possible to let Us know. You will not be entitled to a refund 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 have subscribed, subject to the permitted use of such Content and any restrictions attributable to Us. We will not provide a refund.

on these Terms of Sale the Paid Content for which You have subscribed, subject to the permitted use of such Content and any restrictions attributable to Us. You will not be entitled to any refund.

9.2 All Paid Content will be available to You in accordance with the terms of the Subscription Confirmation for the duration of the Subscription until You end the Contract.

All Paid Content will be available to You in accordance with the terms of the Subscription Confirmation for the duration of the Subscription until You end the Contract.

9.2.1 An item of Paid Content will be available when stated in the information provided to You either (a) if it is scheduled to be available at a certain time or date; or (b) if it is a pre-recorded or other non-live Item, the period within which it is available.

An item of Paid Content will be available when stated in the information provided to You either (a) if it is scheduled to be available at a certain time or date; or (b) if it is a pre-recorded or other non-live Item, the period within which it is available.

9.2.2 If an item of Paid Content is a live or livestream item, We will use all reasonable endeavours to make it available and start it at the time it is scheduled to be available. It may be delayed either by overrun of a previous live broadcast or by other circumstances. Any such delay will not normally exceed <<insert period, e.g. 15 Minutes>> but if the start is delayed by more than <<insert period>> then We will <<Insert details of how We will compensate>> to compensate You for any inconvenience.

If an item of Paid Content is a live or livestream item, We will use all reasonable endeavours to make it available and start it at the time it is scheduled to be available. It may be delayed either by overrun of a previous live broadcast or by other circumstances. Any such delay will not normally exceed <<insert period, e.g. 15 Minutes>> but if the start is delayed by more than <<insert period>> then We will <<Insert details of how We will compensate>> to compensate You for any inconvenience.

9.3 When You place an order for Paid Content, You will be required to expressly acknowledge that the Content to be made available to You is subject to the terms of the Subscription Confirmation. You will be required to expressly acknowledge that by accessing (e.g. downloading, copying, or otherwise using) any Paid Content, You will lose

When You place an order for Paid Content, You will be required to expressly acknowledge that the Content to be made available to You is subject to the terms of the Subscription Confirmation. You will be required to expressly acknowledge that by accessing (e.g. downloading, copying, or otherwise using) any Paid Content, You will lose

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9.4 In some limited circ
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9.4.2 To update
law or othe

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9.4.3 To make n
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9.5 If We need to susp
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<<insert period>>,
Clause 13.2.

id Content for any of the reasons
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dangerous problem with the Paid
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9.7 Any refunds under
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s of the day on which the event

9.8 Refunds under this
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scription [unless You specifically
ent method].

10. Licence

10.1 When You purchas
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third parties).

s Paid Content, We will grant You
e, non-sublicensable licence to
t Paid Content for personal, non-
to You does not give You any
material that We may licence from

10.2 The licence granted
usage restrictions a

se 10.1 is subject to the following

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sh, republish, share, broadcast or
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10.2.2 If and when we make any Paid Content item available to any other user, our customer or our customer's device, we will not be responsible for anything we may express or imply.

stream facility to access a Paid Content item, we will not communicate or make accessible to any other user, our customer or our customer's device, or participates in it as one of our customers (in text, image or otherwise) except as expressly stated in regard to the content of it or as We may otherwise determine in any case; [and]

10.2.3 <<Insert additional terms or permissions as required>>.

or permissions as required>>.

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. If Paid Content available through Our Site does not comply or We do not so far as is reasonably possible to inform Us of the problem. Your available remedies are as follows:

that is of satisfactory quality, fit for purpose, and as described. If any Paid Content does not comply or We do not so far as is reasonably possible to inform Us of the problem, the following remedies are available to you:

11.1.1 If the Paid Content cannot be repaired or replaced, we will be entitled to a repair or a replacement.

you will be entitled to a repair or a replacement.

11.1.2 If We cannot repair or replace the Paid Content within a reasonable time, or if You do not wish to wait, we will be entitled to a partial refund.

if the problem has not been (or cannot be) fixed within a reasonable time, or if you do not wish to wait, we will be entitled to a partial refund.

11.1.3 If You cannot use the Paid Content for any other content, or if the Paid Content is not as described, we will be entitled to a repair or a replacement, or to a partial refund, or to compensation for any loss or damage.

if a fault has damaged Your device or data, or if the Paid Content is not as described because We have not used reasonable care and skill, you may be entitled to a repair or replacement, or to a partial refund, or to compensation for any loss or damage. See Clause 14.3 for more information.

11.2 [Please note that We will not be responsible for this Clause 11 if We informed You of the fault(s) before You accessed it and it was not caused by the Paid Content. For example, if the Paid Content 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 used the Paid Content for an unsuitable purpose that is not 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 damage.]

under this Clause 11 if We informed you of the fault(s) before you accessed it and it was not caused by the particular Paid Content before you accessed it. For example, if the Paid Content 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 used the Paid Content for an unsuitable purpose that is not 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 damage.]

11.3 If there is a problem with the Paid Content, please contact Us at <<insert contact details>> or on Our Site <<insert link>> to inform our customer services department of the problem.

if there is a problem with the Paid Content, please contact Us at <<insert contact details>> or on Our Site <<insert link>> to inform our customer services department of the problem.

11.4 Refunds (whether in the form of price reductions in price) under this Clause 11 will be made within 14 days of the day on which We agree that You are entitled to a refund.

any price reductions in price) under this Clause 11 will be made within 14 days of the day on which We agree that you are entitled to a refund.

11.5 Refunds under this Clause 11 will be made using the same payment method that You used when You made the purchase, unless You specifically request that We make the refund using a different method.

using the same payment method as the original purchase description [unless You specifically request that We make the refund using a different method].

11.6 For further information, please contact Your local Citizens' Advice Bureau.

as a consumer, please contact Your local Citizens' Advice Bureau or the Consumer Standards Office.

12. Cancelling Your Subscription

12.1 If You are a Consumer in the European Union, by default You have a legal right to a "cooling-off" period for any reason, including if You have changed Your mind, and receive a full refund. The period for this right is 14 days from the date of the Confirmation (i.e. when the Contract between You and Us is formed) and ends

if You are a consumer in the European Union, by default You have a legal right to a "cooling-off" period for any reason, including if You have changed Your mind, and receive a full refund. The period for this right is 14 days from the date of the Confirmation (i.e. when the Contract between You and Us is formed) and ends

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13.3 If there is a risk that
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content will be significantly delayed
control, You may end the Contract
reason, We will issue You with a

13.4 If We inform You of
the Paid Content an
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contract as a result, You may end it
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13.5 You also have a leg
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act at any time if We are in breach
partial refund and compensation. For
refer to Your local Citizens Advice

13.6 Refunds under this
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specifically request

within 14 calendar days of the date
effective, using the same payment
Your Subscription [unless You
sing a different method].

13.7 If You wish to exerc
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cancellation form of
the Subscription C
cancel, please use t

under this Clause 13, You may do
Your convenience We offer a
> and will include [a link to] it with
d prefer to contact Us directly to

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14. Our Liability to Consumer

14.1 We will be respons
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Terms of Sale (or the Contract) or as
is foreseeable if it is an obvious
or if it is contemplated by You and
not be responsible for any loss or

14.2 Our Paid Content
warranty or represe
or industrial use of
loss of business,
opportunity.

commercial use only. We make no
content is fit for commercial, business
liable to You for any loss of profit,
s, or for any loss of business

14.3 If, as a result of Ou
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or other content be
You appropriate co
this provision if:

reasonable care and skill, any content
from Our Site damages Your device
either repair the damage or pay
e that We will not be liable under

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- 14.3.1 We have identified the problem and provided a free update designed to solve the problem and applied the update; or
- 14.3.2 The damage was caused by Your own failure to follow Our instructions
- 14.3.3 Your device does not meet any relevant minimum system requirements or You were made aware of before You purchased

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- 14.4 Nothing in these Terms shall limit or exclude Our liability for death or personal injury caused by negligent agents or sub-contractors, fraudulent misrepresentation, or for Paid Content which does not match information that We provided, not of satisfactory quality, or not fit for any purpose made known to Us.
- 14.5 Nothing in these Terms shall include or limit Your legal rights as a consumer. For more information on Your rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.
- 14.6 We will not be responsible for You are unable to access any Paid Content due to any technical issues forming Our obligations under the Contract resulting from our lack of Our reasonable control (including but not limited to a technical issue locally referred to in the attachment below).

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15 Complaints and Feedback

- 15.1 We always welcome feedback from our customers and, whilst We always use all reasonable endeavours to resolve Your experience as a customer of Ours is a positive one, we do 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, available at <<insert location>> and <<insert location>> respectively.
- 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 [In writing, by post to <<insert name and/or position>>, <<insert address>>];
 - 15.3.2 [By email, at <<insert name and/or position>> at <<insert email address>>];
 - 15.3.3 [Using Our online complaint form;]
 - 15.3.4 [By contacting our customer service team on <<insert telephone number>> [and <<insert extension number>> when prompted].]

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16 How We Use Your Personal Information (Data Protection)

We will only use Your personal information in accordance with Our <<insert document name, e.g. Privacy Notice>> available at <<insert link to Privacy Notice>> [and Cookie Policy <<insert link to Cookie Policy>>].

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17 Other Important Terms

- 17.1 We may transfer (assign) all or part of our rights and obligations under these Terms of Sale (and under the law) to a third party (this may happen, for example, if We are acquired) and, if this occurs, You will be informed by

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Us in writing. Your relationship will be affected and Our Terms of Sale will be transferred to You.

of Sale (and the Contract) will not be affected and Our Terms of Sale (and the Contract) will remain bound by them.

17.2 [You may not transfer Your rights and obligations under these Terms of Sale (and under the Contract) without Our express written permission. We may not permit the transfer of such rights and obligations for reasons>>.]

rights and obligations under these Terms of Sale (and under the Contract) without Our express written permission. We may not permit the transfer of such rights and obligations for reasons>>.]

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

Other person shall have any rights to enforce any of its terms.

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

If a court or other authority determines that any part(s) of these Terms of Sale are unlawful, the remainder shall remain in full force and effect.

17.5 If We fail to take steps to enforce any of Our rights against You under these Terms of Sale, it will not prevent Us doing so at a later date, for example if You have become payable to Us.

If We fail to take steps to enforce any of Our rights against You under these Terms of Sale, it will not prevent Us doing so at a later date, for example if You have become payable to Us.

17.6 We may revise these Terms of Sale in response to changes in relevant laws and regulations. If We change these Terms of Sale as they relate to You, We will give You reasonable advance notice of the changes (as set out in clause 3.1 above).

We may revise these Terms of Sale in response to changes in relevant laws and regulations. If We change these Terms of Sale as they relate to You, We will give You reasonable advance notice of the changes (as set out in clause 3.1 above).

18 Law and Jurisdiction

18.1 These Terms and the Contract (whether contractual or not) shall be governed by, and construed in accordance with, the law of [England and Wales] [Northern Ireland] [Scotland].

These Terms and the Contract (whether contractual or not) shall be governed by, and construed in accordance with, the law of [England and Wales] [Northern Ireland] [Scotland].

18.2 As a Consumer, You agree that the mandatory provisions of the law in Your country of residence apply. Clause 18.1 above takes away or restricts those provisions.

As a Consumer, You agree that the mandatory provisions of the law in Your country of residence apply. Clause 18.1 above takes away or restricts those provisions.

18.3 As a Consumer, any proceedings or claim between You and Us relating to these Terms of Sale (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of [England and Wales] [Scotland, or Northern Ireland, as determined by You].

As a Consumer, any proceedings or claim between You and Us relating to these Terms of Sale (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of [England and Wales] [Scotland, or Northern Ireland, as determined by You].

1. The Training

The training (referred to below as the Training) will involve one or more of the following:

The training (referred to below as the Training) will involve one or more of the following:

- <<select from or amend the following>>
- testing and assessment of cardiovascular system, heart rate, muscle strength and flexibility);
- physical training;
- exercise;
- aerobics;
- aerobic conditioning;
- weight training;
- circuit training;
- cardiovascular exercise;

testing and assessment of cardiovascular system, heart rate, muscle strength and flexibility);

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You will need have access to this purpose:

- (a) An appropriate fund
- (b) An up to date [Zoom] App w
- (c) Stable, reliable, inte
- (d) A safe and suitab
- (e) Suitable clothing fo
- (f) As advised by Us

We do not make supply or service delivery platform>> are not a party to Your d responsibility or liability to governed by such terms a of other online service deli to You imposes on such do

Paid Content consisting of name of other online downloadable directly from

5. **Scope of what We provide**

(1) **Technology**

We do not, and cannot, technology. If You need an it from an appropriate third what technology is needed

We do not claim to have a need or use for the purpos it, either before or during suggestions in good faith to but it will not be in the natu or accept any liability if a problem or if by following loss or damage to any tech is damaged in circumstanc

We will not be responsible any failure or delay in per any cause beyond Our rea pay for Training that We reasonable control may inc

- (a) Where You are una have asked Us for the problem); or
- (b) Any slow speed, in

non-exhaustive list of facilities for

adequately charged;

of other online service delivery need to be downloaded to Your correctly on Your Device, so that

te speed;

n to watch, listen, speak where es or activities;

es concerned; and

order for a Subscription or agreed r gym or other exercise or training

om] [<<insert name of other online to access any Paid Content. We at platform, and We will have no y respect. It will be subject to and y policy of [Zoom] [<<insert name third party provider of the platform

provided via the [Zoom] [<<insert rm>>] platform but is instead

set up, maintain, or operate any about technology, You should seek cannot, give You any advice about

relation to any technology that You However, We may, if You request ning, and without charge, offer th that technology that You report, herefore take on any responsibility es not help You to resolve any ou experience any other problem, ept if Your Device or Your content o You under sub-Clause 14.3.

ble to access any Training due to under the Contract resulting from uch case, You will remain liable to o You. Such causes beyond Our o):

ology problem (whether or not You suggestions as to how to resolve

other breakdown, unavailability or

S

inadequacy of, or of
service (e.g. teleco
rely on; or

service or any other equipment or
g, audio or visual) that You use or

(c) Failure of or defect
delivery platform>>
You; or

ert name of other online service
You to make Training available to

(d) Your inability to acc

re of or defects in Our Site etc.

(2) **Gym Equipment**

We do not supply or arra
training equipment that You
tell you the type/s of equip
and We [may in Our discre
items of equipment. All equ

y other gym or other exercise or
st] We [may in Our discretion][will]
ght need to take part in a Session
or how You might obtain any such
d will be at Your own cost.

6. **Account setup needed**

In order to purchase any S
setup and then maintain a
process of setting up an Ac
setup.

any Training, You will first need to
r Site will guide You through the
the following in regard to Account

You may not create an Acc

years of age.

We only offer Paid Conter
may only open an Account

individuals residing in the UK. You
s in the UK.

During the process of se
password and user name.
Your Account.

ou will be required to choose a
ou choose a strong password for

You [will][may] be asked f
Your e-mail address.

regarding Your Account, such as

7. **Your responsibility for Yo**

You must not share Your A
that Your Account is be
immediately. We will not be

Security

details with anyone. If You believe
permission, please contact Us
ed use of Your Account.

You are fully responsible
account information and fo
You must ensure that You
Your access of Training. Y
Your password or Account

Confidentiality of Your password and
under Your password or Account.
unt at the end of each session of
tify Us of any unauthorised use of
ecurity relating to Your Account.

You must never use anyon
specific occasion in questio

prior authorization from Us for the

When creating an Accou
complete. If any of Your inf
ensure that Your Account is

provide must be accurate and
ter date, it is Your responsibility to

If You have an active Subs
the period of that Subscrip
granted to any Training by

will remain active for the duration of
e end of the latest access period

If You wish to close and de
of section>>' section of Ou

may do so via the '<<insert name

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8. **Your privacy and security**
[two way synchronous live sessions]

When You access [Training] OR
which is also accessible to other

Where any Training that You access using video technology (not a private session) is made available to You as an individual private session.

synchronous livestream audio and/or video transmission), on the occasion You access it, it will be made available to You as an individual private session only to You as an individual private session.

[unless We have specified otherwise] who have also purchased it.

simultaneously accessible to others.

Therefore, if We specify that the following will apply to the

session is also accessible to others,

(a) When You sign in to the [platform>>], You should be visible to Our other

use of other online service delivery platforms. Your name will be visible only since Your name will be

(b) You understand and agree that other people may see and hear You and/or audio facilities of the [Zoom] App and Your Device) not only You and other people in or near the session;

There is a risk that other clients and other people may see and hear You and/or audio facilities of the [Zoom] App and Your Device and its surroundings and other people when You are participating

(c) The space You use for the session is not private and it should be difficult for other clients to see or hear You and/or audio facilities of the [Zoom] App and Your Device) not only You and other people in or near the session;

and it should be difficult for other clients to see or hear You and/or audio facilities of the [Zoom] App and Your Device and its surroundings and other people when You are participating

(d) There are potential risks that include, but are not limited to, the loss of personal information

information over technology that may result in a loss of confidentiality and the theft of

(e) We cannot ensure the privacy of sessions involving other

privacy due to the nature of two way sessions and

(f) In any event, it will be Your responsibility to ensure that You have a suitable space to use when You access the session. Your privacy and the security of the session will be affected by Your access to the session

to ensure that You have a suitable space to use when You access the session in order to protect Your privacy and the security of the session at space where other clients have

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

g from Your failure to comply with

9. **Fitness, Health and Safety**

You acknowledge and agree that

(a) Any fitness training may be physically strenuous.

be physically strenuous.

(b) Certain particular activities may be unsuitable for You if You have specific medical, health or fitness problem or condition.

activities may be unsuitable for You if You have specific medical, health or fitness problem or condition.

(c) Due to the remote nature of the session, We do not undertake to and cannot attend, assist or alert any third party to do so, if during a Session You are injured or in need of medical attention.

on, We do not undertake to and cannot attend, assist or alert any third party to do so, if during a Session You are injured or in need of medical attention.

(d) Whilst the trainer is not a fitness professional, We do not undertake to and cannot attend, assist or alert any third party to do so, if during a Session You are injured or in need of medical attention.

We do not undertake to and cannot attend, assist or alert any third party to do so, if during a Session You are injured or in need of medical attention. We do not undertake to and cannot attend, assist or alert any third party to do so, if during a Session You are injured or in need of medical attention.

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provide trainers sub
hold the following q

minimum, each][Each] trainer will

[<<insert details of t

[membership of the

ercise Professionals]

[and the National R

ers]

and has/have attain

[the appropriate Na

standard for personal fitness trainers]

[Level 3 of the Pers

Accordingly, they ar

and insured to conduct Sessions.]

(e) Access to any Ses
subject to the follow

a trainer is on the basis that it is

• Our trainers a
have expertise

h professionals, and they do not
conditions or impairments;

• Any advice p
constitute med
medical profes

involved in a Session does not
substitute for advice provided by a

• You voluntaril
trainer involve
personal injur
or activity and

h with full knowledge that even if a
negligent there is an inherent risk of
Your participation in any exercise
sed by You;

• We will endea
Your Subscri
reasons to st
including whe
due to illness,
being able to

ne trainer for each Session within
n time to time need for various
for any one or more Sessions,
assigned to You is not available
y other reason resulting in Our not
o You;

(f) When You setup an
book and participate
have no health or
irregularities; spina
dizziness; asthma
allergy) which may
comprised in any
purchase.

n You purchase any Subscription,
It will be Your confirmation that You
uding, but not limited to cardiac
or ligament injuries; spells of
culty; diabetes; epilepsy or other
on in that or any other Session
have purchased or subsequently

(g) You will ensure tha
that You purchase,
state of health, phys

ough to participate in any Session
times be responsible for Your own
eing.

(h) If You have any
appropriate medica
professional medica
Session.

itness or health, You will seek
Physiotherapist or other relevant
purchasing or participating in any

(i) Where necessary,
medical or other ac
cannot and do not p

nance from a relevant professional
or participate in any Session. We
or clearance.

10. **Advising Us about Your H**

When You purchase a Sub

8 hours] before You participate in

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