

Terms & Conditions



These are the terms and conditions (Terms) on which Delamere Outdoor Fitness Ltd (We/Our/Us) provide group exercise classes (Classes) and/or personal training services (Sessions) (together the Services) to you.

1. Services

- 1.1 You may participate in the Services by either:
 - 1.1.1 paying for a Class or Session on an as and when attending basis (Pay as You Go);
 - 1.1.2 purchasing a 6/12/24 Class pass (Class Pass) allowing attendance at 6, 12 or 24 (as appropriate) Classes in the three month period commencing on the date of purchase; or
 - 1.1.3 purchasing a 6/12/24 Session pass (Session Pass) allowing attendance at 6, 12 or 24 (as appropriate) Sessions in the three month period commencing on the date of purchase; or
- 1.1.4 by a monthly membership allowing attendance at an unlimited number of Classes in any calendar month (Monthly Membership).
- 1.2 These Terms will become binding on you from the date your payment is accepted for Pay as You Go, a Class Pass or Session Pass or from the date specified on your Monthly Membership agreement form if joining at Our venue or in your 'Welcome' email if joining online or via telephone or the provision of the Services, whichever is the earlier (Contract Date).

2. Price and Payment

- 2.1 The price of the Services will be set out in Our price list in force at the time you enter into an agreement with Us for the Services. Our prices may change at any time. We will give you at least one calendar month's written notice of any such changes.
- 2.2 Pay as You Go. Payment can be made by cash, online payment or bank transfer. Once payment has been received you will be permitted to participate in the Class or Session paid for. No refund or transfer of payment is allowed.
- 2.3 Class Pass. Payment can be made by cash, online payment or bank transfer. Once payment has been received you will be permitted to participate in the number of Classes paid for. We will issue you with Class Pass card on which your name, reference number, and number of Classes purchased will be completed. No refund or transfer of payment is allowed.
- 2.4 Session Pass. Payment can be made by cash, online payment or bank transfer. Once payment has been received you will be permitted to participate in the number of Sessions paid for. We will issue you with Session Pass card on which your name, reference number, and number of Sessions purchased will be completed. No refund or transfer of payment is allowed.
- 2.5 Monthly Membership. The monthly fee is payable by standing order mandate. This will be taken from your bank account on the same day each month from the date that you joined. Upon payment being received by Us, We will issue you with a Monthly Membership card on which your name, reference number, the date you joined and expiry date will be completed. You will receive a new Monthly Membership card each time your Monthly Membership fee is received.

3. Timetable and Attendance

- 3.1 You must sign in before each Class or Session at Our venue.
- 3.2 You must produce your Class Pass card, Session Class card or Monthly Membership card if applicable at the start of every Class or Session.
- 3.3 We change our timetable twice a year in line with the seasonal clock changes at the beginning of April and the beginning of October. We will give you at least 21 days' prior notice of any timetable changes.
- 3.4 We also review the timetable on a 4-weekly basis and reserve the right to make changes to Classes that have continual low attendance. We will give you at least 21 days' prior notice of any timetable changes.
- 3.5 We reserve the right to cancel Class or Session due to the unavailability of personnel without which We cannot provide the Services. We will promptly contact you if this happens so far as possible and if you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.

4. Changes to these Terms

- 4.1 We may revise these Terms in the following circumstances, (a) changes in how We provide the Services, (b) changes in how We accept payment from you and (c) changes in relevant laws and regulatory requirements.
- 4.2 We will give you at least 21 days' written notice of any changes to these Terms before they take effect.
- 4.3 If We change the Terms to your material disadvantage you may cancel the contract with immediate effect by giving Us written notice.

5. Your right to suspend or cancel the Services

- 5.1 You have a period of 14 days commencing on the Contract Date in which to cancel a contract concluded over the telephone or via the website and receive a refund of any payment made. This right is waived if you start to use the Services in that period.
- 5.2 You can suspend your Monthly Membership at any time by giving Us 5 days' notice in writing.
- 5.3 Once we have begun to provide the Services to you, you can cancel the contract for the Services at any time by providing Us with at least 30 days' notice in writing.
- 5.4 You may cancel the contract for Services at any time with immediate effect by giving Us written notice if we break the contract in any material way. Any advance payment you have made for Services that have not been provided will be refunded to you.
- 5.5 If there is a problem with the Services please tell Us as soon as possible and give Us a reasonable opportunity to fix the problem.

6. Our right to cancel

- 6.1 Once we have begun to provide the Services to you, We may cancel the contract for the Services at any time by providing you with at least 30 days' notice in writing. Any advance payment you have made for Services that have not been provided will be refunded to you.
- 6.2 We may cancel the contract for Services at any time with immediate effect by giving you written notice if you:
 - 6.2.1 do not pay Us when you are supposed to as set out in clause 2;
 - 6.2.2 you break the contract in any other material way;
 - 6.2.3 if you allow anyone else to use your Class Pass, Session Pass or Monthly Membership;
 - 6.2.4 if you engage in disruptive or violent behaviour; or
 - 6.2.5 if you put the health, safety or wellbeing of other clients or our employees, agents or contractors.

7. Our liability to you

- 7.1 If We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the Terms or our negligence. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and Us at the time we entered into this contract.
- 7.2 We are not responsible for any possessions you lose or that are damaged or stolen at Our venue by anyone unless We have been negligent.
- 7.3 If you have an accident or injure yourself at a Class or Session you must report this to the instructor straight away.
- 7.4 We do not exclude or limit in any way Our liability for death or personal injury caused by Our negligence or the negligence of Our employees, agents or contractors at risk.

8. How We may use your personal information

- 8.1 We will use the personal information you provide to Us to (a) provide the Services, (b) process your payment for such Services and (c) inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us,
- 8.2 You are responsible for informing us about any changes to your personal information such as change of address, medical information and medication you are taking.

9. Other important terms

- 9.1 We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms. You may only transfer your rights or your obligations under these Terms to another person if We agree in writing.
- 9.2 This contract is between you and Us. No other person shall have any rights to enforce any of its terms.
- 9.3 These Terms are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts.