

# BeWYLD Terms of Business

Please read the following important terms and conditions before you join our services and check that they contain everything which you want and nothing that you are not willing to agree to.

## 1 ABOUT US AND THIS CONTRACT

1.1 In this contract:

'we', 'us' or 'our' means beWYLD Limited, a limited company registered in England and Wales with a registered office 28 Streatham High Road, SW16 1DB. 'You' or 'your' means the person purchasing our Services (as defined below) from us.

1.2 If you do not understand any of this contract and want to talk to us about it, please speak with us in person or contact us by: – email: [info@bewyld.co.uk](mailto:info@bewyld.co.uk); and – telephone: 02086770807.

1.3 If you purchase Services from us, you agree to be legally bound by this contract. 1.4 We may amend or update this contract from time to time. If we do so, we will share details of such changes before they come into effect.

## 2 OUR SERVICES

We will utilise professional staff with the relevant skills and knowledge to design an effective exercise and/ or nutrition programme for you (a "Programme") and deliver that exercise and/ or nutrition programme to you (our "Services") by way of exercise sessions, nutrition consultations and sessions and/ or movement assessments (each a "Session").

## 3 JOINING OUR SERVICES

3.1 When you confirm to us in writing that you would like to buy our Services, this is when you offer to buy our Services from us.

3.2 We will only accept your offer when we email you to confirm this ("Confirmation Email"). At this point:

3.2.1 a legally binding contract will be in place between you and us; and 3.2.2 we will start to carry out the Services in the way you and we have agreed. 3.3 If you are under the age of 18 you may not buy any Services from us.

## 4 YOUR PERSONAL TRAINER / NUTRITION COACH

4.1 We will allocate you a specific member of our staff to provide our Services to you. Depending on your requirements, this may be a personal trainer ("Personal Trainer") and/ or a nutrition coach ("Nutrition Coach").

4.2 Your Personal Trainer and Nutrition Coach (as applicable) will work with you to develop a tailored Programme to help achieve your goals.

4.3 Should your allocated Personal Trainer no longer be able to provide our Services to you, we will assign you a new Personal Trainer or Nutrition Coach and no refund for any used or unused Sessions will be given to you.

4.4 If for any reason a change in Personal Trainer or Nutrition Coach is required, we will in our absolute discretion appoint another Personal Trainer or Nutrition Coach to you. Any Sessions used with a previous Personal Trainer or Nutrition Coach remain used.

## **5 CHARGES AND PAYMENT**

5.1 We charge for our Services on a quotation basis, that is, we promise to carry out the services at a fixed price. The Confirmation Email will set out the price of your Programme. Please contact us using the contact details at the top of this contract if you would like any further information on your bill or have a query on it.

5.2 Payment for your Programme must be paid either in full or by way of a monthly payment plan as agreed and confirmed in the Confirmation Email.

5.3 The payment due date of a monthly instalment is based on the payment date of your initial deposit and is not related to the number of Sessions of the Programme we have delivered. Monthly instalment payments must be paid on or before the instalment due date to avoid any late payment fees.

5.4 If your payment is not received by us in accordance with clause 5.3, we may charge interest on any balance outstanding at the rate of 3% a year above the Bank of England's base rate.

5.5 The price of the Services:

5.5.1 is in pounds sterling (£GBP);

5.5.2 includes VAT at the applicable rate; and

5.5.3 does not include the cost of any supplements recommended to you from time to time as part of the Programme.

5.6 All payments made by you to us for our Services are non-refundable and nontransferable.

## **6 BOOKING A SESSION**

6.1 All Sessions must be booked directly by you with your Personal Trainer or Nutrition Coach (as applicable) and confirmed by the Personal Trainer or Nutrition Coach (as applicable) in writing.

6.2 All Sessions in a Programme must be used within 4 months from the date of the first Personal Training session, after which time any unused Sessions will be lost and no refund to you will be made.

6.3 If beWYLD have been notified of a break in training, and are in agreement with the break, expired sessions may be reinstated for a fee that is paid per month of extension. For more information please contact Client Support.

## **7 YOUR OBLIGATIONS AND HEALTH**

7.1 You must dress appropriately for the gym environment when attending a Session. Barefoot training is not allowed for health and safety reasons so you must ensure that you have suitable clean indoor trainers to exercise in.

7.2 You understand that you must undertake the Programme in full in order to achieve results.

7.3 You are required to complete a physical health questionnaire ("Questionnaire") before undertaking your first Session with us. You agree that all information provided by you in the Questionnaire will be true to the best of your knowledge.

7.4 We may require a letter of 'medical clearance' from your GP before providing our Services to you. Please be aware that your GP may charge you for providing this letter. 7.5 You understand and agree that it is your responsibility to inform us of any conditions or changes to your health, now and on-going, which may affect your ability to exercise safely and with minimal risk of injury.

7.6 If we require further medical information from a practitioner, you must provide such details before we can provide the Services to you.

7.7 You understand that there are inherent risks in participating in a programme of strenuous exercise and nutrition. If you sustain or claim to sustain any injury while participating in training, you acknowledge that we are not responsible, except where the injury was caused by our gross negligence or intentional act.

7.8 We cannot be held liable in any way for undeclared or unknown medical conditions. 7.9 Our Personal Trainers and Nutrition Coaches are not medically qualified and all exercise programmes given by them are for guidance purposes only. Nutrition Coaches are not clinical nutritionists but are specialists in body composition. Medical advice from your GP should be sought before embarking on a Programme. A Personal Trainer or Nutrition Coach cannot prescribe medical treatment or diagnose medical conditions.

## **9 COVID-19**

9.1 Should you be suffering with any symptoms of Covid-19 or test positive for Covid-19, you agree to notify us immediately:

9.1.1 and not attend any Sessions for a period of at least 14 days to prevent the spread of infection;

9.1.2 so we can notify any appropriate third parties as part of the NHS Test and Trace initiative; and

9.1.3 so we can rearrange any booked Sessions in your Programme.

9.2 If you attempt to attend a Session when showing the symptoms of Covid-19 or having tested positive for Covid-19, your Personal Trainer or Nutrition Coach will not be able to provide the Services to you and that Session will be cancelled and you will not receive a refund in respect of it.

## **10 CANCELLING OR RESCHEDULING A SESSION**

10.1 If your Personal Trainer or Nutrition Coach cannot make a Session due to illness or other emergency, the Session will be delivered by an alternative Roar Fitness Personal Trainer or Nutrition Coach (as applicable).

10.2 If you would like to cancel or reschedule a Session, this must be done at least 24 hours in advance of the scheduled time of the Session.

10.3 Any cancellation or rescheduling of a Session less than 24 hours before the scheduled time of the Session (for whatever reason) by you will result in that Session being lost and no refund will be given to you for it.

## **11 LATENESS**

11.1 If your Personal Trainer is late for your Session, the Session or a subsequent Session will be extended accordingly.

11.2 Exercise Sessions shall be 55 to 60 minutes long. Nutrition Sessions shall be 25 to 30 minutes long. All Sessions will start at the Session's scheduled time. Your late arrival of a Session will not result in the Session being extended due to your lateness. 11.3 If you are more than 25 minutes late for a Session, your Personal Trainer or Nutrition Coach may choose to cancel the session and in such case you will lose that Session and no refund will be made to you for it.

## **12 NATURE OF THE SERVICES**

12.1 The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'), for example the Services are carried out with reasonable care and skill. 12.2 We must provide you with Services that comply with your legal rights. 12.3 For more detailed information on your rights and what you should expect from us, please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06. 12.4 Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.

## **13 GOODS PURCHASED IN-STORE**

13.1 In respect of goods purchased in-store, a full refund will be given for unused items 14 days after purchase. After 14 days, a store credit will be issued for up to 30 days after purchase. No returns will be accepted without a valid receipt.

13.2 For questions or support with online purchases or returns, please contact [info@bewyld.co.uk](mailto:info@bewyld.co.uk)

## **14 YOUR PRIVACY AND PERSONAL INFORMATION**

14.1 Our Privacy Policy is available at <https://www.bewyld.co.uk/personaltraining>. 14.2 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

## **15 TERMINATION**

15.1 We reserve the right to terminate the Services with immediate effect in the event that:

15.1.1 you are verbally or physically abusive to any of our Personal Trainers or Nutrition Coaches; or

15.1.2 any Personal Trainer or Nutrition Coach submits a valid complaint about your conduct.

## **16 INTELLECTUAL PROPERTY**

16.1 All intellectual property rights in relation to the beWYLD and the Services, including but not limited to, the Programme and all materials and information provided to you by us, are owned by us, our licensors or both (as applicable). Intellectual property rights means rights such as: copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). We and our licensors reserve all of our and their rights in any intellectual property in connection with the Services. This means, for example, that we and they remain owners of them and free to use them as we and they see fit.

16.2 Nothing in this agreement grants you any rights other than as necessary to enable you to use the Services for personal use. Therefore, you do not have the right to share your Programme or any other materials or information provided by us to you with any third parties without our prior permission.

## **17 EVENTS OUTSIDE OF OUR CONTROL**

Our carrying out of the Services might be affected by events beyond our reasonable control. If so, there might be a delay before we can restart the Services or provide them at all. We will use our reasonable efforts to limit the effect of any events beyond our control and we will try to restart the Services as soon as those events have been resolved. In such circumstances we will keep you informed of the steps we are taking to be able to provide the Services again. Examples of events which might be beyond our reasonable control include (but are not restricted to) us not being able to access the studio at the agreed times of a Session due to war, pandemic, fire or flooding. Suspension of the Services in line with this clause shall not constitute a breach of the contract by us and we will not be liable to refund any amounts paid to us.

## **18 END OF THE CONTRACT**

If this contract is ended (for any reason) it will not affect our right to receive any money which you owe to us under this contract.

## **19 LIMIT ON OUR RESPONSIBILITY TO YOU**

19.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:

19.1.1 losses that:

19.1.1.1 were not foreseeable to you and us when the contract was formed; or 19.1.1.2 that were not caused by any breach on our part;

19.1.2 business losses; and

19.1.3 losses to non-consumers.

19.2 You are responsible for ensuring your personal belongings are safe at all times. We will not be responsible for the loss or damage to any of your personal belongings whilst undertaking Sessions.

## **20 DISPUTES**

20.1 We will try to resolve any disputes with you quickly and efficiently. 20.2 If you are unhappy with:

20.2.1 the Services;

20.2.2 our service to you generally; or

20.2.3 any other matter, please contact us as soon as possible.

20.3 If you and we cannot resolve a dispute using our internal complaint handling procedure, we will:

20.3.1 let you know that we cannot settle the dispute with you, and

20.3.2 give you certain information required by law about our alternative dispute resolution provider.

20.4 If you want to take court proceedings, the courts of the part of the United Kingdom in which you live will have non-exclusive jurisdiction in relation to this contract. 20.5 The laws of England will apply to this contract.

## **21 THIRD PARTY RIGHTS**

No one other than a party to this contract has any right to enforce any term of this contract