

Generic Terms

Updated 1st April 2024 by #BreakingRecords Fitness

Agreement: By joining as a Customer of the Company you agree to be bound by this Agreement and that the contents here of will govern your relationship with the Company. This agreement informs you of the terms and conditions applicable to your customers-ship of the Company. Before you decide to join the Company as Customer it is important that you:

- Read these terms and conditions carefully and make sure that you take special note of the cancellation and refund policy, the limitation of liability and your release contained in the Agreement
- Retain a copy of the Agreement for your future reference
- Make sure that you are satisfied with the privacy policy of the Company

Definitions: #BreakingRecords Fitness, the company or us means #BreakingRecords Fitness. Please carefully read the following terms and conditions relation to your participation in the Company's services. By registering for or purchasing at any of the services provided you (the Buyer) signify your acceptance of and obligation to these terms and conditions. If you have objections to the following Terms and Conditions, you should not register for or purchase our services provided.

Buyers Conduct: The company requires all buyers to be respectful and professional to all services provided delivered by #BreakingRecords Fitness and its staff, and other customers and their guests or families throughout one of the following services provided. The company reserves the right to ask the buyer and/or their guest to leave with immediate effect should they be deemed rude, uncooperative, unprofessional, intoxicated or in possession of alcohol or any illegal substance. In such case, the Buyer's purchase of the services provided will not be reimbursed under any circumstances and they will not receive or qualify any of our advertised offers.

Disclaimers: By law we can only guarantee your satisfaction with your progress and training, not your results. Our services are for everyone to utilize only. As stipulated by law, we make no guarantees that you will do well to achieve fitness goals or improve overall health and wellbeing, and we offer no professional, legal, therapeutic, or financial advice. Our training cannot replace or substitute for the services provided in any field, including, but not limited to, financial, health, or legal matters. We do not purport anything we do or offer as a "quick fix scheme", and any secret fads to get results quicker in training are examples, opinions and illustrations, and thus should not be considered average results of progress, exact time frame to events, or promises for your actual or future performance. There can be no assurance that any prior successes, or past results, can be sued as an indication of your progress or results of your training. Check for professional physician/health care to consult before attempting to exercise, or participate in any of the services provided, if you have physical/health concerns.

Liability Waiver: You alone are responsible and accountable for your decision, actions, and results in life, and by registering to one of our services for Strength and Conditioning, Express Group Training or the Membership, you agree not to attempt to hold us liable for any such decisions, actions or results, at any time, under any circumstances. You agree that #BreakingRecords Fitness is not responsible for the success or failure of your own life outside of our services relating to any information presented by #BreakingRecords Fitness services, and you specifically release our founder, Liam O'Dell, or sub-contractors staff from liability for any special or consequential damages that results from the use of, or the inability to use, the information or strategies communicated through our services provided, even if advised of the possibility of such damages or caused by negligence of the company or its representatives. You, the buyer hereby accepts all risk to his or her participation excluding personal injury or death that may result from the company's negligence whilst the buyer has been participating either of the services provided. This includes for the buyer that has made a valid form of booking and payment of your session date and time specifically as agreed and advertised in advance within our Terms and Conditions.

Downloads: All forms are found on our downloads section on the website from PAR-Q Forms, Application Forms, Medical Examination Screening Questionnaires including Pregnancy and many more. One can be filled out on an electronic PFD file that can be fillable online and no need to print, alternatively they can be printed off and fill out by hand instead. Private forms are made from Yearly Membership if customers sign up online as requested. Welcome packs are given for S&C Personal Training customers and Yearly Members only.

Taster Appointments: All customers should they wish to book for a Personal Training Taster Session has to be booked online, normal terms apply regarding cancellations, etc as outlined below. All Sessions of your choice available are 1 hour long and are conducted at the Garage Gym only based in Necton. We would strongly advise of the following:

- Any Taster Sessions conducted away from the Garage Gym is possible, however this could be denied on request by the trainer if this is not possible due to travel location - otherwise the Taster Session will only be less than 1 hour if other appointments are filled in advance. Which you'll be partially refunded up to 50%.
- If a Taster Session requires more than 1 person, i.e. 2:1 or 3:1 in the Garage Gym may not be possible for a Group PT Taster Session due to space in the Garage. However, this could be possible on request if this is based in Necton Playing Field or in Village Hall as long as we have the space to do so - which should this be accepted you'll have to pay more than £15. Again this could be denied on request by the trainer if this is not possible. Which you'll be partially refunded up to 50%.

All Taster Sessions if booked and paid for online, must do of the following:

- Fill in a short questionnaire about the Taster Session in general on what they would like to get out of it. If this is not filled in advance, you will have to fill in on the day of session regardless (your choice). If you entirely refuse, your session will be forfeited and will be non-refundable.
- If you are a new client, you will have to fill in a PAR-Q Form in advance. If this is not filled in advance, you will have to fill in on the day of session regardless (your choice). If you entirely refuse, your session will be forfeited and will be non-refundable.
- If you do have to cancel more than 24 hours notice of appointment time, please do tell us and your appointment will be rescheduled. If you have to cancel less than 24 hours notice of appointment time due to a medical or an emergency reason, please fill in the online form as requested to do so before 2 hours of your appointment time. If you entirely refuse, your session will be forfeited and will be non-refundable.
- If you have had any form of Personal Training sessions with us in the past (we will check on our records), we may possibly have the right to refuse your appointment booking for a Taster Session if this is not suitable for us to conduct a session with you. Which you'll be partially refunded up to 50%.

We do take priority with other appointments elsewhere so in the event of having to cancel, you'll be contacted at the earliest opportunity if your appointment is affected to be rescheduled at a date and time most convenient. Members on Yearly Membership are welcome to try out for a Taster Session. Similar Terms Apply within Membership Agreement.

Application Forms: All customers are required to fill in an application form for S&C Personal Training 1:1 or Group Training before we can contact the customer in full detail to acknowledge whether they are successful to do training with us. Summary of the Terms and Conditions are found within the Application Form for when the customer has signed part 1 of the agreement. If they are successful to have a consultation (chargeable), part 2 of the agreement will be required to sign when sessions, etc have been decided to do training. Customers that are on Yearly Membership as Members only will not be required to do an application form to apply for S&C Personal Training. Group Training may apply if other members in the group who are over 18 years of age are not Members under Yearly Membership – anyone in group that are under 18 years of age will not apply (only parent/guardian responsible will have to apply on behalf).

PAR-Q Forms: All customers utilizing our services shall be given a Personal Information and PAR-Q Form for registering your details onto the system. More details regarding Privacy Policy can be found below. For any questions that have been answered as yes too, they are required to complete a PAR-MEDX Form for further medical screening check to ensure they are safe to exercise. If on the PAR-MEDX Form the questions have been answered as yes too, they are required to gain informed consent from their Local GP full permission to exercise if the customer is safe to partake in any form of Full Exercise. For Question 8 regarding Pregnancy, if a customer answers yes to the Ante Natal (between 1st and 3rd Trimester) Natal question, a customer would be required to fill in a form for an informed consent from their Local GP, Nurse or Midwife to gain full permission to exercise if the customer is safe to partake in any form of Full Exercise. If a child is born after more 6-12 weeks old, the customer will be able to participate in Exercise as normal – advice from Local GP would be necessary if the customer is unsure due to complicated birth such as caesarean (or known as C-section). The form to fill in under as "PAR-MEDX Pregnancy Declaration" can be found on our Downloads section.

Prices and Payment Terms: Where stated prices quoted as advertised are not exclusive of VAT as the Company are not VAT registered. They are all required to be paid in full prior to the appointment of Strength and Conditioning services from Personal Training 1:1, Courses/Workshops and Team Sport Group via Bank Transfer only, Card payment is also optional upon request. Express Group Training for Fitness Classes use is payment made in advance when booked online electronically or an alternative to pay by card over the phone – cash payments on the day of sessions are no longer accepted. Please note an Additional Booking Fee will apply when you book online for either Fitness Classes or for Strength and Conditioning Courses/Workshops. Provisional Bookings can't be made as the booking is not guaranteed, which a valid payment must be made at the time of booking in advance before they can attend. If this was any of our Strength and Conditioning services, this will be a breach of contract by the client and will be treated as a form of misconduct - the client will be acted as set out on our cancellations policy.

Refunds: Our refund policy in our services are all non-refundable basis once a purchase has been made and therefore will not be able to uphold any form of complaints. If the complaint was due to a matter that the customer has given proof of sufficient evidence in writing such as medical related, the refund maybe negotiable based on the evidence that is valid and the company may ask for further clarification if needed. If in the event of a resolution of a booking towards to a Fitness Class from our Express Group Training that cannot be fulfilled due to less than 20% of advance bookings and payments made from participants for a Fitness Class of their choice which results in having to cancel within the time frame window period of 24 hours' notice, they are entitled to a transfer for next week's class or to a different class that can be fulfilled without the class to be cancelled at no extra cost. If thereafter they have had 2 consecutive transfers weekly for the same fitness class day and time that cannot be conducted will be eligible for a 50% refund which can be claimed within 2 weeks (4 weeks overall from the booking of your chosen date and time of Fitness Class). If the decision to claim for a 50% refund goes beyond 2 weeks as mentioned or they have accepted to a transfer for a different/same class that will be/had been fulfilled of more than 20% of advance bookings and payments made or if they are fine to carry on with their booking and payment being transferred over until it has been fulfilled as mentioned will not be eligible for a refund. Please note this only applies for PAYG basis but not limited to other uses such as contracted Block Bookings - should this happen we'll do our best to resolve it as quickly as possible. One-off events such as the Annual Christmas Workout or Charity events can be claimed to a full refund if we are not able to fulfil advance bookings for the event to take place beforehand. For Pop Up Fitness Classes, please see below regarding Cancellations.

Cancellations: Any notice of cancellation by the client for any services provided of a booking or part of a booking must be made in writing by letter or email sent to #BreakingRecords Fitness within the time window frame of the notice period that all bookings are subject to a time limit as advertised. If the Late Notice Cancellation was made within a specific time limit on our Emergency Circumstances policy, that the online form must be filled in as compulsory – either as yourself or someone else who is over 18 years of age that does it on your behalf, we cannot accept any other form of communication as a late notice cancellation which any form of valid booking and payment of sessions will be counted for. Specific terms of cancellations for all our services are of the following below:

Strength and Conditioning Personal Training 1:1,

Team Sport Group and Courses/Workshop

- **Biomechanics and Performance Testing, Sessions or Programming**
 - If payments were made in advance and cancellations occurred less notice or no show of the above will be non-transferable. If you haven't paid in advance as requested, you will be asked to pay in full, or within a fixed fee as agreed for our admin purposes.
 - If the cancellation was made with more than 24 hours' notice with a payment made in advance will be entitled to have it rescheduled within a week of the original appointment. If you haven't paid in advance as requested, you will be asked to pay in full, or within a fixed fee as agreed for our admin purposes.
 - If your late cancellation is classed as a Medical or in an Emergency as set out in the Emergency Circumstances policy, only more than 2 hours' notice can be given. Otherwise, if the Late notice request is less than 2 hours' notice will be rejected and therefore will count as a session.
 - Sessions Only on Block Basis - Regardless of cancellation notice of scheduled appointments, sessions will not be transferable for the duration of Block Booking as agreed and no charge given if cancelled less than 24 hours' notice. If cancelled more than 24 hours' notice will be entitled to transfer session over within a 2-week leeway period of the expiry date. Once used the 2-week leeway agreement within the Block will be charged the full session rate within 30 days after the Block Booking has finished.

- **Cycle of the Strength and Conditioning set up**
 - An agreement will only be made if client is committed to start cycle on the day of their first Biomechanics and Performance Testing and cannot drop out or end with immediate effect. The client must resign from the cycle if given enough notice and have their Biomechanics and Performance Testing as their last session for review purposes with client for the duration of the cycle.

- **Team Sport Group Sessions**
 - If payments were made in advance and cancellations occurred less notice or no show of the above will be non-transferable. If you haven't paid in advance as requested, you will be asked to pay in full, or within a fixed fee as agreed for our admin purposes.
 - If the cancellation was made with more than 48 hours' notice with a payment made in advance will be entitled to have it rescheduled within a week of the original appointment. If you haven't paid in advance as requested, you will be asked to pay in full, or within a fixed fee as agreed for our admin purposes.
 - If your late cancellation is classed as a Medical or in an Emergency as set out in the Emergency Circumstances policy, only more than 2 hours' notice can be given. Otherwise, if the Late notice request is less than 2 hours' notice will be rejected and therefore will count as a session.

- **Courses/Workshops**
 - Any bookings that are paid and cancelled before the closing date advertised will be issued a refund in full (see below for mile radius)
 - Any bookings that are paid and cancelled after the closing date and start of Course/Workshop advertised will be issued a 50% refund (see below for mile radius)
 - Any bookings that are paid and cancelled after the first session of Course/Workshop had started advertised will not be issued or entitled to a full refund (see below for mile radius)
 - Any lack of participant bookings that are paid after the closing date to not able covering the cost of hire and paying sub-contractor staff to conduct the Course/Workshop on the date advertised will only receive a full refund or a transfer over to another Course/Workshop taking place

- Any absences throughout the duration of the Courses only will not be entitled to a transfer of another Course elsewhere or be credited to another future booking
- **S&C Courses/Workshops that take place within a 5 mile radius from Necton**
 - Prices - (£50 for Youths and £65 for Adults, price excludes travel cost for our time to deliver S&C Courses/Workshops)
 - 0 people that book - CANCELLED
 - 1-2 that book - Can be provided at an alternative venue location such as the Garage Gym to cut down costs and/or deliver the course for 4 weeks out of 6 with extended time needed, including 1 Free PT Pass to use within 3 months and/or cancel out of discretion
 - 3-5 that book - Can be delivered for 4 weeks out of 6 with extended time needed at the same location advertised, including 1 Free PT Pass to use within 3 months*
 - 6-12 (15 possible) plus that book - 6 weeks will be delivered as normal. If in popular demand of more than 15 people, we may hire an external coach for help but this may not be possible due to ratio numbers
- **S&C Courses/Workshops that take place within 5-15 mile radius from Necton**
 - Prices - (£55 for Youths and £70 for Adults, price includes travel cost for our time to deliver S&C Courses/Workshops)
 - 0-2 people that book - CANCELLED
 - 3-6 that book - Can be provided at an alternative venue location than previously advertised to cut down costs to run the full 6 weeks out of our discretion and/or deliver the course for 4 weeks out of 6 with extended time needed at the same or alternative venue as advertised, including 1 Free PT Pass to use within 3 months*
 - 7 to 12 (15 possible) plus that book - 6 weeks will be delivered as normal. If in popular demand of more than 15 people, we may hire an external coach for help but this may not be possible due to ratio numbers
- **S&C Courses/Workshops that take place within 15-25 mile radius plus from Necton**
 - Prices - (£60 for Youths and £75 for Adults, price includes travel cost for our time to deliver S&C Courses/Workshops)
 - 0-4 people that book - CANCELLED
 - 5-8 that book - Can be provided at an alternative venue location than previously advertised to cut down costs to run the full 6 weeks out of our discretion and/or deliver the course for 4 weeks out of 6 with extended time needed at the same or alternative venue as advertised, including 1 Free PT Pass to use within 3 months*
 - 9 to 12 (15 possible) plus that book - 6 weeks will be delivered as normal. If in popular demand of more than 15 people, we may hire an external coach for help but this may not be possible due to ratio numbers

*Terms Apply, subject to location of PT Session may only receive this for Free if it is within a 10 mile radius from Necton. Anything further than 10 mile radius from Necton will be a £5 charge this once.

Express Group Training Fitness Classes and Group/Corporate Personal Training

- **Fitness Classes**
 - Any bookings that are booked and paid for in advance for Fitness Classes online via Bookwhen.com or an alternative if advance online booking can't be made. If you give notice 24 hours before class starts either to take place in the morning or evening, your payment is non-refundable. However, you will be entitled to a transfer of the same specific class that you have booked in for the next session as requested only once – thereafter if notice was given again for the second time of asking, you will not be entitled for a further transfer.

- Any bookings that are booked and paid for in Fitness Classes online via Bookwhen.com or an alternative if advance online booking can't be made. If you give notice less than 24 hours before class starts either to take place in the morning or evening, your payment is non-refundable, and you won't be entitled to a transfer for the next session. Unless this is classed as a Medical or in an Emergency as set out in the Emergency Circumstances policy, only more than 2 hours can be given.
- Any bookings that are booked and paid for in Fitness Classes online via Bookwhen.com or an alternative if advance online booking can't be made. If you give no notice either to take place in the morning or evening, your payment is non-refundable, and you won't be entitled to a transfer for the next session. If you give less than 2 hours' notice within the Emergency Circumstances policy, unfortunately your notice request will be rejected.
- Any bookings that are booked and paid for in Fitness Classes must be made online via Bookwhen.com only, as this is a Late Booking fee for you to join in at the last minute until 2 hours before the class session starts, and the payment is non-refundable. Direct bookings with us as an alternative will also be accepted up until 2 hours' notice, regardless of what time they book! The Buyer will also not be entitled to give a late cancellation notice within our Emergency Circumstances policy, if albeit is booked with less than 24 hours' notice, in which that any form of attempt in you doing so, your notice request will be rejected.
- If any Fitness Classes within the specific date and time of the session that a person does not make a valid form of booking and payment, in which if they turned up unannounced will be asked to leave as an instruction due to insurance purposes within our liability waiver policy. With this quote of the below:

“You alone are responsible and accountable for your decision, actions and results in life, and by registering to one of our Express Group Training for Fitness Classes, you agree not to attempt to hold us liable for any such decisions, actions or results, at any time, under any circumstances. You, the buyer hereby accepts all risk to his or her participation excluding personal injury or death that may result from the company's negligence whilst the buyer has been participating that you have made a valid form of booking and payment of your session date and time specifically as agreed and advertised in advance within our Terms and Conditions.”

- Any purchases can only be purchase online via bookwhen.com or an alternative if advance online booking can't be made are non-refundable as stated above, regardless if bookings were made in advance or at late notice will be made as final.
- Pop Up Fitness Classes
 - Any Pop Up Fitness Classes regarding location of the specific venue(s), at the earliest opportunity if you are booked in advance the company will message you the actual location with at least a few days' notice where possible, or if not it will be on social media being advertised.
 - Any bookings that are booked and paid for in advance for a Pop-Up Fitness Class online via Bookwhen.com or an alternative if advance online booking can't be made. If you give notice 24 hours before class starts either to take place in the morning or evening, your payment is non-refundable. However, you will be entitled to a transfer of the same specific pop-up class that you have booked in for the next session as requested only once (valid for 1 month) which will be non-refundable – thereafter if notice was given again for the second time of asking, you will not be entitled for a further transfer. If the transfer was over for a regular Fitness Class of the participant(s) choice will also be accepted, however the difference in value will NOT be refunded.
 - Any bookings that are booked and paid for in Pop Up Fitness Classes online via Bookwhen.com or an alternative if advance online booking can't be made. If you give notice less than 24 hours before class starts either to take place in the morning or evening, your payment is non-refundable, and you won't be entitled to a transfer for the next session. Unless this is classed as a Medical or in an Emergency as set out in the Emergency Circumstances policy, only more than 2 hours can be given.

- Any bookings that are booked and paid for in Pop Up Fitness Classes online via Bookwhen.com or an alternative if advance online booking can't be made. If you give no notice either to take place in the morning or evening, your payment is non-refundable, and you won't be entitled to a transfer for the next session. If you give less than 2 hours' notice within the Emergency Circumstances policy, unfortunately your notice request will be rejected.
- Any bookings that are booked and paid for in Pop Up Fitness Classes online via Bookwhen.com or an alternative if advance online booking can't be made. If it's not physically possible to go ahead with not being able to achieve minimum numbers of more than 4 people (20% minimum stated on refunds policy) that have booked and paid for in advance, or beyond our control. Participants are entitled to a refund of the following below:
 - Participant's first time cancellation from the company – 75% refund. If the participant is happy for a transfer instead will be made below the second time
 - Participant's second time cancellation from the company – 50% refund. If the participant is happy for a transfer instead will be made below the third time
 - Participant's third time cancellation from the company – 25% refund. If the participant is happy for a transfer instead will be made below the fourth and final time
 - Participant's fourth time cancellation from the company – non-refundable. At this point in time due to covering cost, it would not be possible to transfer sessions which the booking and payment will be voided.
 - As above, if the transfer was over for a regular Fitness Class of the participant(s) choice will also be accepted, however the difference in value will NOT be refunded.
- If any Pop Up Fitness Classes within the specific date and time of the session that a person does not make a valid form of booking and payment, in which if they turned up unannounced will be asked to leave as an instruction due to insurance purposes within our liability waiver policy. With the quote as stated above on the Fitness Classes section.
- Group/Corporate Personal Training
 - If payments were made in advance and cancellations occurred less notice or no show of the above will be non-transferable. If you haven't paid in advance as requested, you will be asked to pay in full, or within a fixed fee as agreed for our admin purposes.
 - If the cancellation was made with more than 48 hours' notice with a payment made in advance will be entitled to have it rescheduled within a week of the original appointment. If you haven't paid in advance as requested, you will be asked to pay in full, or within a fixed fee as agreed for our admin purposes.
 - If your late cancellation is classed as a Medical or in an Emergency as set out in the Emergency Circumstances policy, only more than 2 hours' notice can be given. Otherwise, if the Late notice request is less than 2 hours' notice will be rejected and therefore will count as a session.

Yearly Membership

- Generic Terms
 - Only members that have signed up and completed membership agreement and payment, conditions of the terms of agreement are still the same above, however charges are stated in the Members agreement as advertised compared to Non-Members with a different system method.
 - All sign up procedures have a 30-day policy to get you officially joined up on the date of sign up. After 30 days will occur a £50 charge for wasting our time as a penalty fine will be issued (see below for terms).
 - If the Company resigns from the Yearly Membership for all current Members to have their Agreements terminated due to any circumstances that may likely to happen, a

partial refund can be applied within the 3-month window period for all Renewed or Joined Memberships that were paid. The first month since joined/renewed is 75%, the second month since joined/renewed is 50% and the third month since joined/renewed is 25%. Regardless on what day they've joined/renewed their Membership payment, will be backdated from the 1st of the month only for the 3-month window period to be activated. This partial refund can be claimed as optional if given within 30 days' notice.

Emergency Circumstances: If the cancellation was made by the client due to an Emergency Circumstances that they are involved or been a witness for a friend or family member within a Medical or Emergency/non-Emergency situation. Providing if your session that is booked and paid for within the time window frame period before the late cancellation notice period of the following:

- Personal Training 1:1: More than 24 hours before your scheduled session.
- Fitness Classes: More than 24 hours before your scheduled session.
- Group Personal Training: More than 48 hours before your scheduled session

If the Late Cancellation window occurs providing if you have booked and paid for your session in advance as agreed above, in which you have the right to give more than 2 hours' notice of the following time window frame period below:

- Personal Training 1:1: Less than 24 hours to 2 hours' notice before your scheduled session
- Fitness Classes: Less than 24 hours to 2 hours' notice before your scheduled session
- Group Personal Training: Less than 48 hours to 2 hours' notice before your scheduled session

To request your Late Notice Cancellation, you must fill out the form online by visiting our website (www.breakingrecordsfitness.co.uk/downloads) and you will see the "LATE CANCELLATION FORM". This can be filled out successfully whether it is yourself or someone else who is over 18 years of age on your behalf – which only applies such as a Family Member, Friend, a Carer or a Neighbour that the person who has booked and paid in for a session has difficulty and/or has no access to the internet of their own. This can be located on our website as above in the downloads section or the link straight to the online form will be emailed to you if purchases for Personal Training 1:1 or Group Sessions has been made in advance or found on your booking confirmation page as well as the upcoming reminder on Bookwhen.com for Fitness Classes in advance. We cannot accept any other form of communication as a late notice cancellation which any form of valid booking and payment of sessions will be counted for if you refuse to fill in the form online or have someone else to fill it in on your behalf. Once you have filled out the form online, you are required to provide evidence of this within 1 week from the date of your appointment booking, this can be of the following:

- An A&E, GP or another Health Professional note of this emergency or non-emergency request for the visit.
- An impact Statement (at least a page or more, including signature from yourself as a Victim or 2 signatures that is a Witness as well as yourself).
- Proof of a screenshot/photos/videos providing this is yourself as a Victim or a Witness as proof that you are involved with, including a description.
- Any form of emails, letters, payments of utilising a service of a car park, etc that you have been given that is a proof within emergency or non-emergency and/or within medical or non-medical reason

Fail to provide evidence after 1 week from the date of your appointment booking will result in your session being counted for and non-transferable as well as a form of misconduct. If you have submitted your form online with LESS than 2 hours' notice or if your session is not paid for in advance as agreed, your form will be rejected, and no misconduct is given. However, if this happens several times on a regular basis will be given as a misconduct in which the buyer will be notified. If this is breached 3 times as misconducts within a 6-month period from the first date of your appointment booking can

result for you having to pay a fixed penalty fine which will be invoiced to you as agreed and a 30-day Suspension from all Classes/Personal Training Bookings.

Child Behaviour Policy: In our S&C Courses/Workshops if a child (under 16 years of age) has been misbehaving during sessions will be punished as this will not be tolerated which in turn distracts other children participants from learning and gaining the benefits in our S&C Courses/Workshops. The following procedure applies below:

1. First strike: an email will be issued on the session the child has been misbehaving during the S&C Course/Workshop as a warning.
2. Second strike: an email will be issued on the session on this second breach, meeting with the parents would be arranged to ensure we can help prevent further strikes from happening.
3. Third strike: An email will be issued on the session on this third breach, meaning the child would be suspended for 3 weeks (or 3 sessions during course from the end and applies from the start of S&C Course/Workshop to carry forward).
4. Final strike: An email will be issued on the session on this fourth and final breach – automatic exclusion from child on all S&C Courses/Workshops.

All the above will be treated as a form of misconduct from both child and parent responsible and any booked in S&C Courses/Workshops that have been purchased will be non-refundable regardless.

Penalty Fines: The company requires all buyers to pay for the charges from breaching the terms and conditions under payment terms. The following below are the penalties of final notice of the remaining 15 days of terms and conditions. A letter will be sent explaining about the penalty fine and will not subject to appeal, within the penalty final notice, the participant cannot book or participate in any of the services provided until the penalty fine has been paid.

- Admin Purposes for Strength and Conditioning (1:1 and Team Sport Group Services) and/or Express Group Training (Small Group PT and Corporate PT Services) - £50 (If no payment is agreed, this can rise further up to £150 after 45 days).
- Failure to pay cancellation fee(s) from S&C Personal Training and/or Group Training consultations appointments - £100*
- Yearly Membership for wasting our time - £100*
- Yearly Membership** - £300
- 3 Misconducts on Medical/Emergency Exemption Form - £150***

*£50 fine if paid within 30 days as requested

**Once a year on 1st February and all-inclusive for Yearly Members only. The charge can be applied if the Member has not paid the Settlement Cancellation Fee as agreed within the first 30 days after 1st February on the date of letter being issued – if the Member hasn't renewed/cancelled their Membership in advance as agreed before 1st February.

***Only if this is breached within a 6-month period from the first date of your appointment. You will also serve a 30-day suspension along with a £80 fine if paid within 30 days as requested.

Fail to pay within the time limit of the charges and/or penalty fines*, the company reserves the right to issue a small claims court order by HM Courts and Tribunal Services - this is also subject for the participant being banned from participating any of the services under the small claim court act, and communications via e-mail will be halted under the penalty notice period for future services until further notice of the result outcome.

****We will exercise our statutory right to interest and compensation for debt recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by The Late Payment of Commercial Debts Regulations 2002 if we are not paid according to the agreed payment terms.***

Internal Complaints Procedure: Any form of feedback from a range of our services must be dealt with in writing to #BreakingRecords Fitness. Once a product has been purchased and used, the time limit

shall only be available within the first 48 hours to make a formal complaint to resolve the dispute. This can be anything from a complaint such as a member of staff to another participant which this will be done in a confidential and professional manner. Please note your form of feedback will be passed onto members of staff for continuous monitoring and professional training developments. Any complaints that have been made after 48 hours will NOT be dealt with internally to resolve the dispute.

Privacy Policy: The company shall hold your personal details on file and on computer in accordance with the Data Protection Act 2018 or known as the General Data Protection Regulations (GDPR). We can automatically opt you in for Newsletters and promotional activities via e-mail if a customer utilizes the services provided by #BreakingRecords Fitness on participation – including any form of contact on general enquiries that we may receive or you are subscribed to receive our email content from us. However, you can only unsubscribe yourself off the Newsletter and/or promotional e-mails should you wish not to receive any communication from us and is not passed on to any third parties without your permission. Any requests on the reply of any Newsletters/Promotional e-mails from a customer wishes to be removed off the database manually, we reserve the right to ignore this request. Please note any further requests on this matter in asking to have your email address being removed manually more than once will result in you being blocked from our admin email address server and you may still receive content from us until you do update your preferences. If you are unsure on how to update your email preferences, please refer to **appendix 1** as below. If you have previously participated with us and do unsubscribe, your information will be permanently deleted including PAR-Q Form - which is highly likely that you will have to refill it in again later in the future. If you are a customer of the company under as Yearly Membership or any 1:1 Personal Training or Group Training, you must give 30 days' written notice in writing to be removed off the system to no longer take part in our services. Subscription to our website or any form of contact, you may receive e-mails from us via Newsletter and/or promotions including online booking via bookwhen.com which complies with the GDPR rules.

For payments over the phone to book and pay for sessions in advance, we do have the right to ask the buyer as an optional question if they wish to have their card details saved on file on every purchase transaction that they make. If the buyer wishes to have consent in doing so, we must get the buyer to sign a customer authorisation form to save their card details on file and the company is protected from chargeback liability. Once the customer has filled in and sign the form, we must store it securely in accordance with PCI-DSS and data privacy requirements, and you'll be sent a letter via email or post with the confirmation for approval. This of course will save time in having to ring in for booking and paying over the phone for future sessions which is a better advantage. If the customer wishes to no longer continue if they have their card details saved on file for authorisation, please inform us at the earliest opportunity to have your card details removed from our system and a confirmation will be sent to you via email, mobile or a letter for the cancellation. Otherwise after the expiry date on your card, the signed authorisation form will be terminated, and you'll be notified at the earliest opportunity.

Fitness Challenges: Once every calendar month (or every quarter of the year), we hold 1 Fitness Test as a challenge for our customers of #BreakingRecords Fitness to be in a chance to win some prizes. The company can reserve the right to terminate any previous winners from being able to claim the valid prize on offer, if the previous prize offer was not claimed by a set date and time – the rule will be valid for each previous winner for not claiming the first original prize will be at least 3 months from the expiry date as advertised. For example: If January's prize offer was not claimed by 20th February, the winner for not claiming the prize for January will be ineligible from winning other prizes for February, March, and April only. Any prize offers that are for free may occur an additional small fee to pay for such as Merchandise for a surcharge fee on handling and ordering your merchandise or Personal Training on consultation to be deducted percentage off to claim.

Termination: The company can reserve the right to terminate any inactive clients that are not continuously purchasing any Strength and Conditioning Services within 6-12 months of their last appointment. This is also the same for clients that are not continuously purchasing any Express Group Training Services within the last or up to 2 years of their last activity. Members that are on Yearly Membership only applies only to the attendance policy to get the most out of the Buyers Membership:

"A minimum of 25% Attendance for all Members that have renewed or only joined as Members must commit to get the most out of their Yearly Membership on a seasonal basis of 48 weeks of the year - either for Fitness Classes or Personal Training use that can be attended at least once a week or more at your own commitment schedule. Monthly Fitness Programs are also accepted as an alternative that we do require for you to complete at least 6 Fitness Programs at your own leisure if the Minimum Percentage Attendance standard cannot be achieved. Anyone that joins at any time will be calculated on a pro-rata basis whichever month they do join that will also apply up to September the latest. Members who can't fulfil the required minimum standard to commit for the whole season will be automatically terminated and you'll be contacted to be notified that your Membership won't be renewed for next year. Only under exceptional circumstances such as Medically related that you are not able to commit to the Minimum Percentage Attendance standard will be exempt of this rule under special request (T&C Apply on the Yearly Members Guide, see Medical Leave Form below)"

The Percentage Attendance standard as set above will be higher if any Member(s) has/have been selected on probation, this includes any further action that was taken previously/currently from Membership renewals, any form of misconduct breaches within the T&C, etc. This is outlined within our Liability Waiver and Disclaimer on the Terms and Conditions.

Medical Leave Form: The client can reserve the right under Strength and Conditioning 1:1 or Yearly Membership basis officially claim for requesting time off from sessions if the Medical Condition from a sudden injury or illness occurs for no less than 6 months. This will allow the client to be entitled to hold the remainder of the PT Sessions until the client returns to training as normal. If after 6 months no change of sudden illness or injury is recovering better, the client may lose all the remainder of the PT Sessions and have my Agreement Terminated by Mutual Consent. A letter of a GP Note in writing could be required for evidence to keep track. If the condition is likely to be 6-12 months out of action from the client, the decision will be reviewed on conditional basis if updates between client and GP to us are regular. If the condition is permanent of more than 12 months onwards, the client will be terminated from this point forward by Mutual Consent as applicable from Termination above.

Equal Opportunities: #BreakingRecords Fitness is committed to promoting a best-practice environment, where every participant is treated with respect and dignity. No personnel or participant or any related third party should feel threatened, mistreated on the grounds of race, colour, nationality and ethnic or national origin, sex, marital status, sexual orientation, disability, physical characteristics, and health, religious or political beliefs. #BreakingRecords Fitness is responsible for ensuring that all individuals receive the same treatment, regardless of race, colour, nationally, ethnic, or national origin, sex, marital status, sexual orientation, disability, physical characteristics, health, religious or political beliefs.

Environment/Sustainability: #BreakingRecords Fitness is an organisation that provides Strength and Conditioning and Express Group Training within the local community in Breckland and the surrounding areas in Norfolk. The organisation operates from our head office in Necton which includes Village Halls, Sportshalls, Gyms and outdoor private and public spaces promoting good improvement on fitness as well as overall health and wellbeing. #BreakingRecords Fitness recognise that climate change is a serious global issue. As an organisation we are committed to minimizing our contribution to climate change. The organisation will comply with EU and UK regulations and directives that promotes and protects the environment whilst conducting sessions outdoors or inside facilities for all services to clients and members. The key points of its strategy to achieve this are:

- #BreakingRecords Fitness will monitor and work to reduce its contribution to environmental emissions from travel undertaken for business purposes. As well as working with members and clients to car share or use alternative transport will contribute to reduce emissions for traveling to sessions on a regular basis.
- #BreakingRecords Fitness will monitor and manage its consumption and use of energy when using facilities on hire for sessions. We will work to reduce the consumption of energy and to reduce our contribution to emissions of gases and other pollutants which are believed to contribute to climate change.

- #BreakingRecords Fitness will work to reduce the consumption of water within using facilities on hire and reduce discharges. We ask all clients and members to bring their own reusable water bottle as this helps to reduce the volume of plastic waste we recycle.
- #BreakingRecords Fitness will ensure the use of resources such as paper for recording down key performance indicators (KPI) for Class Registers, collecting Personal Information PAR-Q's and advertising events coming up. This is to be efficient and environmentally responsible to reuse or recycle.
- #BreakingRecords Fitness recognizes the responsibility from its staff have in contributing to good environmental management. We will seek to harness and channel the enthusiasm and interest shown by staff and will provide appropriate information and support to ensure that all of them exercise their environmental responsibility.

Photo/Video Promotions: #BreakingRecords Fitness reserves the right to film or take photos for promotional usage to outreach on social media to advertise to the public. If you do not want to be involved in any promotional activity due to legal reasons, please inform us in writing immediately to not be involved at all or not feature you in as much as a group where possible. Any participants under 16 years of age must need parent/guardian approval for promotional material in any services. Photo/Video Release Forms are given for only Strength and Conditioning and Group Training purposes.

Social Media Complaints: #BreakingRecords Fitness reserves the right to post photos/videos on social media for advertising purposes as well as announcement updates via Facebook and Instagram, which include publishing stories for only 24 hours or permanently. This also includes any videos that are created and published on YouTube for entertainment or advertising. If you as an individual or a representation of another company is offended by one of our social media posts within the jurisdiction that it may breach any form of your own rights such as copyright, conflict of interest, etc. However, subject to what date and time the social media post was published that any complaints may or may not be upheld within the interests of #BreakingRecords Fitness decision as below.

- Permanent social media posts published within 1 month – Complaints will be upheld which the post maybe altered to compromise and republished or be deleted.
- Permanent social media posts published between 1 to 12 months – Complaints maybe partially upheld depending on the breach of how serious the complaint refers too. However, the post maybe altered to compromise and republished or be deleted which is subject to how old the social media post was published which will be out of #BreakingRecords Fitness discretion.
- Permanent social media posts published over 12 months old – Complaints will not be upheld as final decision and post will not be altered or deleted regardless.
- Story social media posts published within the 24-hour timeframe – Complaints will be upheld if there is proof or sufficient evidence on the breach of complaint which the published story will be deleted at the earliest opportunity and republished with an alternative where possible. However, if the story has been expired after 24 hours depending on the timeframe on when you complain within writing which this will be out of our control whether if stories should be deleted or not.
- Story social media posts published after 24 hours that is expired – Complaints will not be upheld as final decision if there is no proof or sufficient evidence as the story post was expired. However, if any form of proof or sufficient evidence was given after 24 hours of the story was published that is already expired. Again, this will be out of our control whether to accept and uphold any complaints or not.

Please note if any form of evidence that you use if yourself as an individual or a representation of the company that you decide to sue and take #BreakingRecords Fitness to court without an internal grievance to complain in writing first will result in immediate action.

Age limit: #BreakingRecords Fitness participants can only partake in any services of the age limits below:

- Strength and Conditioning 1:1 Personal Training - any age.

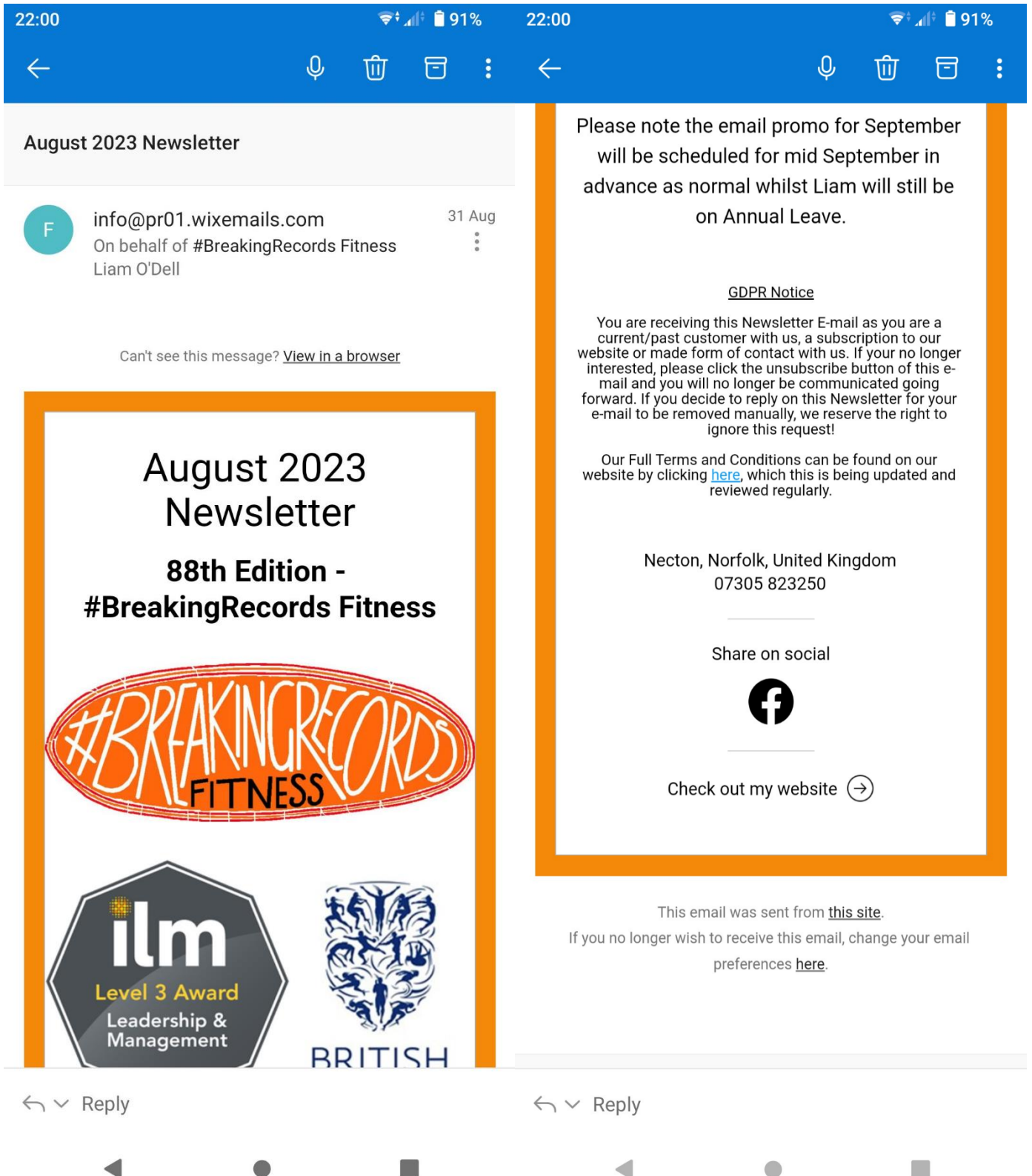
- Strength and Conditioning Courses/Workshops - over 9 years old (age limit for Youth Courses only apply on advertising).
- Strength and Conditioning Team Sport Group - any age as a whole Team Sport Group base - please advise on the booking as requested
- Express Group Training Fitness Classes - over 11 years old in High School (must always be accompanied by an adult during Fitness Classes if child is under 16 years of age)
- Express Group Training Group/Corporate Personal Training - over 18 years old
- Membership - Over 18 years old to apply for Full Adult Membership (or over 16 years old if not in Full Time Education).
- Membership - Students can only apply for a temporary Membership once a year if they are studying in Full Time Education either in College or University without adult supervision. If they are no longer in Full Time Education, they will have to apply for a Full Adult Membership

Note - Normal parental/guardian consent will still apply if customer is a child under 16 years old

Appendix 1 – Privacy Policy on how to update your email preferences

Step 1 – If you receive an email via wix either as a Monthly Newsletter or a Promo Email should look like this on your mobile homescreen. This may be different if you are using a laptop as we cannot take any liability whatsoever – picture on left.

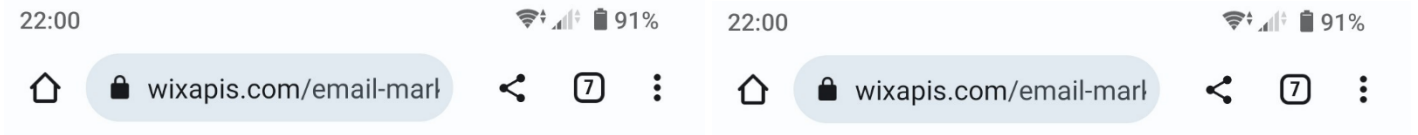
Step 2 – To begin updating your email preferences, please scroll down to the bottom of the email where it'll say "This email was sent from this site. If you no longer wish to receive this email, change your email preferences here" Click on the word here to begin with updating your email preferences – picture on right.



Step 3 – The heading will say “Unsubscribe from our mailing list” is just to confirm if you still intending to unsubscribe from our email content that we send out to you 1-2 times a month. Click the button “unsubscribe” to confirm or click the button “cancel” if you have changed your mind – picture on left.

Step 4 – The final part is to confirm you’ve unsubscribed from our mailing list successfully – picture on right.

Proof of how we know you’ve unsubscribed will appear on our wix email contacts list to ensure we are committed to fully removing your email address from our database – picture on next page.



Unsubscribe from our mailing list

You've unsubscribed from our mailing list.

If you unsubscribe, you will no longer receive emails from us.

Cancel

Unsubscribe



- Home
- Activity
- Site & App
- Subscriptions
- Form Builder & Payments
- Contacts
- Contacts
- Segments
- Site Members
- Workflows
- Tasks & Reminders
- Communications
- Automations
- Marketing & SEO
- Analytics & Reports
- Quick Access

Contacts Upgrade Ascend Import + Create

Get leads with Google Ads
Launch a Google Ads campaign to target people likely to become leads.
[Go to Google Ads](#)

Grow your contacts
Add contacts by importing a CSV file.
[Import Contacts](#)

All contacts Manage View Filter Search...

<input type="checkbox"/>	Name	Email	Phone	Address
<input type="checkbox"/>	LO	[REDACTED]	[REDACTED]	[REDACTED]
<input type="checkbox"/>	ES	[REDACTED]	[REDACTED]	[REDACTED]
<input type="checkbox"/>	LW	[REDACTED]	[REDACTED]	[REDACTED]

Liam O'Dell
Unsubscribed from site today

Overview **Inbox**

Contact info [Edit Contact](#)

Email [REDACTED]
Unsubscribed

Address
United Kingdom

Attachments [Attach File](#)

Attach any files you may need for this contact.