



#BreakingRecords Fitness

Official Terms and Conditions

Updated 1st January 2026

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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 relating 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.

Safeguarding: The purpose of #BreakingRecords Fitness safeguarding policy is to ensure every customer at our organisation is safe and protected from harm, this includes children under 18 years of age or adults that are at risk or vulnerable adults. This applies to all our services from Strength and Conditioning (Personal Training, Courses/Workshops and Team Sport Group), Express Group Training (Fitness Classes, Group/Corporate Personal Training), etc which helps us to safeguard children and adults at risk with commitment and confidence. It describes the responsibilities we must take with safeguarding to protect children and adults at risk so that you know who to ask for decisions or advice when you need to – whether that is the sole trader of the company or its sub- contractors who are self-employed to work for the company. We will take appropriate action against anyone who is suspected of a breach of this policy, or of the associated codes of conduct, terms and conditions, and relevant disciplinary regulations.

Our key principle in this policy is based on the following:

- The welfare of children or adults at risk is the primary concern.
- The protection and wellbeing of all children in our care is everyone's responsibility.
- A child or adult at risk, whatever their age, culture, disability, gender, language, racial origin, socio-economic status, religious belief and/or sexual identity have the right to protection from all forms of harm and abuse.

- A child or adult at risk has the right to express views on all matters that affect them, should they wish to do so.
- A child or adult at risk is within their rights and opinions should be respected and promoted.
- The best way to promote the wellbeing, health and development of a child is to work in partnership with the child, parent/guardian and other relevant organisations

To implement this policy and keep children and adults safe, #BreakingRecords Fitness will:

- Promote the health and wellbeing of children and adults through the provision of opportunities to take part in our services safely
- Put in place procedures to promote the wellbeing and protection of children and adults
- Seek to prevent and address bullying through the development and implementation of effective anti-bullying policies and practices
- Require sub-contractors to adopt and abide by this safeguarding policy and related procedures and regulations, including the codes of conduct for working with children and adults
- Respect the rights of all children and adults to express views on any matter which affect them, should they wish to do so
- Respond to any child and adult wellbeing or protection concerns in line with this policy and related procedures
- Regularly monitor, review and evaluate the implementation of this policy and related procedures

#BreakingRecords Fitness endorse the principle of equality and will strive to ensure that everyone who wishes to be involved in our services (in all its disciplines and forms):

- Has a genuine and equal opportunity to participate to the full extent of their own ambitions and abilities, without regard to their age, sex, gender identity, disability, marital or civil partnership status, pregnancy or maternity, religion, race, socio-economic status or sexual orientation
- Can be assured of an environment in which their rights, dignity and individual worth are respected and that they are able to enjoy their fitness journey without the threat of intimidation, victimisation, harassment or abuse

For more information on children or adult services including helpline can be found online for Children's or Adult services, Local Police and Safeguarding Children/Adult Partnerships Policies and Procedures. This also includes the NSPCC as a relevant organisation for safeguarding information available. Otherwise, don't hesitate to contact us regarding this policy.

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 or Express Group Training, 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 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 PDF file that can be fillable online and no need to print,

alternatively they can be printed off and fill out by hand instead. Welcome packs are given for S&C Personal Training customers only.

Application Forms: All customers are required to fill in an application form for S&C 1:1 Personal Training, S&C 1:1 Courses 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 in having a consultation (chargeable, see **Consultation Fee** section), part 2 of the agreement will be required to sign when sessions, etc have been decided to do training.

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 checks 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. Under the Active NoW Referral Scheme in some cases (sub-contracted with EPIC Norfolk and Active Norfolk for the service), if the participant wishes to participate in a fitness related activity from the Active NoW Referral, they are required to gain informed consent first from their Local GP full permission to exercise and participate – if however this is not possible to get informed consent within a period of time, the participant can still partake in the Referral Scheme, as long as they are participating at their own risk and this will apply within our liability waiver terms as stated above. 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/Sole Trader is not VAT registered. They are all required to be paid in full prior to the appointment of Strength and Conditioning services from S&C 1:1 Personal Training, S&C 1:1 Courses, Group Training such as SGPT, Corporate and Team Sport Group via Bank Transfer only, Card payment is also optional upon request. Express Group Training for Fitness Classes and S&C Group Courses/Workshops are made available to book online as electronic payments are made in advance 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 Group 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 any form of cancellation was applied to any of our Strength and Conditioning or Express Group Training services, it will be a breach of contract by the client and will be acted as set out on our cancellations policy outlined below.

Refunds: Our refund policy in our services is all non-refundable once a purchase has been made and therefore the company will not be able to uphold any form of complaint to attempt any refund requests. 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. #BreakingRecords Fitness reserves the right to turn down a refund if the customer is acting unreasonably for the attempt to claim a refund.

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 as follows:

Strength and Conditioning 1:1 Personal Training, 1:1 Courses, 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 or you have changed your mind to undertake the service, upon Invoice Disclaimer - you will be asked to pay in full, or within administration fee purposes (see **Administration Fee** section below).
 - 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 or you have changed your mind to undertake the service, upon Invoice Disclaimer - you will be asked to pay in full, or within administration fee purposes (see **Administration Fee** section below).
 - If the cancellation was made with less than 2 hours' notice, unfortunately you will be responsible for the session to be counted for as outlined, but you will be responsible for settling with the Additional Travel Charge for our time of travel from outside of Necton to the specific location of the session agreed to take place (see **Additional Travel Charge** section below).
 - 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. Evidence must be submitted within the timeframe as agreed to avoid any responsibilities such as administration fees or being given a misconduct.
 - Sessions Only on Monthly 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 is given if cancelled less than 24 hours' notice. If cancelled more than 24 hours' notice will be entitled to transfer session over within the contracted dates you've purchased. If you cannot reschedule your session within the month of purchase use due to circumstances elsewhere from yourself or the trainer, you are entitled to a session credit to use for the next Monthly Block Booking purchase to be deducted (or a single ad-hoc PT or Assessment Session), or you can as an option to use the credit to settle for any ATC usage for the particular month that I have had sessions taken place outside of Necton.
- **Cycle of the Strength and Conditioning set up**
 - An agreement will only be made if clients are 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. If the client cannot complete the cycle of the Strength and Conditioning to finish their journey with us it will be mutually terminated.
- **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 or you have changed your mind to undertake the service, upon Invoice Disclaimer - you will be asked to pay in full, or within administration fee purposes (see **Administration Fee**

section below).

- 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 or you have changed your mind to undertake the service, upon Invoice Disclaimer - you will be asked to pay in full, or within administration fee purposes (see **Administration Fee** section below).
- If the cancellation was made with less than 2 hours' notice, unfortunately you will be responsible for the session to be counted for as outlined, but you will be responsible for settling with the Additional Travel Charge for our time of travel from outside of Necton to the specific location of the session agreed to take place (see **Additional Travel Charge** section below).
- 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. Evidence must be submitted within the timeframe as agreed to avoid any responsibilities such as administration fees or being given a misconduct.

- **S&C Group Courses/Workshops**

- Any Group Course/Workshop bookings that are paid and cancelled before the closing date advertised will be issued a refund within the cooling off period as follows:
 - If the booking was made more than 4 weeks in advance before closing date will be entitled to a full refund if the customer cancels booking within 14 days during cool off period. If, however, the customer cancels booking after 14 days from the cool off period will only be refunded 75% of the course/workshop cost up until 1 week before course/workshop starts.
 - If the booking was made between less than 4 weeks to 2 weeks in advance before closing date will be entitled to a 75% refund if the customer cancels booking within 7 days during cool off period. If, however, the customer cancels booking after 7 days from the cool off period will only be refunded 50% of the course/workshop cost up until 1 week before course/workshop starts.
 - If the booking was made between less than 2 weeks in advance before closing date will only be entitled to a 25% refund if the customer cancels booking, as there is no cooling off period.
- If any Group Course/Workshop bookings are paid and cancelled after the closing date (just before Group Course/Workshop as advertised) will not be issued a refund. This also includes 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.
- 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 Group Course/Workshop on the date advertised will only receive a full refund or a transfer over to another Group Course/Workshop taking place, alternatively you can be offered to do a 1:1 Course instead which you'll have to pay the difference if you express interest for the 1:1 Course instead of group based (see difference of **S&C 1:1 Courses** section for an alternative below)
- 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, or any entitlement of claiming a Freebie such as a Merchandise T-Shirt.

- **S&C 1:1 Courses**

- 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 or you have changed your mind to undertake the service, upon Invoice Disclaimer - you will be asked to pay in full, or within administration fee purposes (See Terms below).
- 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 or you have changed your mind to undertake the service, upon Invoice Disclaimer - you will be asked to pay in full, or within administration fee purposes (See Terms below).

- If the cancellation was made with less than 2 hours' notice, unfortunately you will be responsible for the session to be counted for as outlined, but you will be responsible for settling with the Additional Travel Charge for our time of travel from outside of Necton to the specific location of the session agreed to take place (see **Additional Travel Charge** section below).
- 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. Evidence must be submitted within the timeframe as agreed to avoid any responsibilities such as administration fees or being given a misconduct.
- For bookings and payments for the 1:1 Courses are undertaken straight away and is non-refundable, 1:1 Course time lengths can vary from 2 to 6 months on a Flexible Term basis. In-Person and Remote Online Training is available for 1:1 Courses offered as advertised.
- As opposed to full prices being advertised with the option of monthly payments available on request, it does come with £15 interest per month for each Course offerings and have to be paid in full on a monthly basis, failure to keep up with the monthly payments as agreed will result in further action being taken, including suspension with ongoing sessions and communication. Until the payment(s) have been made in agreement, any suspensions will be lifted, and your course program will resume as normal. If you decide to opt out of the Monthly Payment scheme due to unforeseen circumstances, you will be asked as requested to clear the balance and pay the remainder in full, including any possible interest included.

Guidance on the minimum number of participants needed for Group Courses/Workshops needed to go ahead to ensure that we are covering the costs overall such as our time of advertising, hiring venue and teaching for the duration. Prices for Group Courses/Workshops will vary upon advertising.

If Minimum Numbers for the S&C Group Courses/Workshops taking place can/can't be met as advertised	
If we cannot achieve the minimum of 6 people or more, the Group S&C Course/Workshops will be CANCELLED	<p>1 – Full Refund can be claimed if it's within the timeframe as agreed, any longer to claim your refund will either be made partial or no refund will be agreed (100% refund if claimed within a week of cancellation, thereafter it'll be partial from 75% down to 25% if claimed after a week and up to no more than 4 weeks. If over 4 weeks have passed of cancellation, no refund will be issued)!</p> <p>2 – You can register onto our S&C 1:1 Courses available, which the price of the Group Course fee can be deducted from the Consultation fee of £30 and the remaining cost can be used as credit towards the Additional Travel Charge for sessions, or Free Merchandise as an alternative.</p> <p>Note – if you do register onto our S&C 1:1 Courses and you have effectively changed your mind to claim a refund instead (regardless on before or after consultation as well as the Course 1:1 Sessions to take place), we will reserve the right to only administer a partial refund based on the timeframe as above (including any administration fees to take into consideration), or no refunds will be issued.</p>
If we can achieve the minimum of 6 people or more, the Group S&C Course/Workshops will effectively go ahead as normal	No refunds will be provided or a transfer to register on our S&C 1:1 Courses available

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 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. Evidence must be submitted within the timeframe as agreed to avoid any responsibilities such as administration fees or being given a misconduct.
- 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.
- If there are 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 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 purchased online via bookwhen.com or an alternative if advance online booking can't be made are non-refundable as stated above, regardless of bookings being made whatever time the customer books will be made as final.
- We reserve the right to cancel a class if the class bookings overall make no more than 20% capacity filled out of the maximum capacity with up to no more than 2 hours notice, which you'll be offered a transfer of your booking for your next session opportunity or to another class available to use. If this is not possible or you're not able to transfer to a different class offer available, you may be offered a full refund. However, if your transfer of booking has been more than once, it may be partially refunded or no refund will be offered if you are not able to transfer to the same class on next session opportunity or to a different class available.
- **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 or you have changed your mind to undertake the service, upon Invoice Disclaimer - you will be asked to

pay in full, or within administration fee purposes (see **Administration Fee** section below).

- 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 or you have changed your mind to undertake the service, upon Invoice Disclaimer - you will be asked to pay in full, or within administration fee purposes (see **Administration Fee** section below).
- If the cancellation was made with less than 2 hours' notice, unfortunately you will be responsible for the session to be counted for as outlined, but you will be responsible for settling with the Additional Travel Charge for our time of travel from outside of Necton to the specific location of the session agreed to take place (see **Additional Travel Charge** section below).
- 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. Evidence must be submitted within the timeframe as agreed to avoid any responsibilities such as administration fees or being given a misconduct.

Consultation Fee: Most of our services such as S&C 1:1 Personal Training, S&C 1:1 Courses or Group Training require you to settle a consultation fee payment of £30 as outlined from the Application Forms section as above. Upon Invoice Disclaimer, you will be asked the following:

- Cancellation of more than 24 hours notice before appointment to rearrange or no rearrangement – 50% cancellation fee (£15)
- Cancellation of less than 24 hours notice before appointment to rearrange or no rearrangement – The full fee (£30)

Should you decide to accept the rearrangement of your consultation appointment regardless of the notice period as above, you will have to pay BOTH the cancellation fee and the consultation appointment with no exemptions (i.e. £30 consultation fee plus cancellation fee of £15 to £30, excluding travel within our **Additional Travel Charge** section). If you decide to pull out of the consultation overall despite being charged a cancellation fee from your previous cancellations, we will expect you as the applicant to pay the cancellation fee in full. In the event of no payment prior to completing consultation and/or the cancellation fees as mentioned, you will be asked to pay to settle the invoice, as further action could be taken from our **Penalty Fine Notice** section.

Administration Fee: If the cancellation was made in advance of more than 24 hours notice, less than 24 hours notice or a no show to any sessions above as requested, Upon Invoice Disclaimer if your Invoice is not paid before the start of the first session, you will be asked to pay the sum in full, or within administration fee purposes of the following:

- Cancellations of more than 24 hours notice - £30
- Cancellations of less than 24 hours notice (including no shows) - £50

Emergency Scenario's maybe fully waived if you have followed the correct procedure to fill in online Form for Medical/Emergency Exemption within the required time frame (between 24 hours notice to 2 hours notice) as agreed and to provide 1 form of evidence, which you'll be liable to settle the Administration Fee or pay in full if this is not approved (see **Emergency Circumstances** section below). In the event of no payment from the administration fee has not been settled, further action could be taken from our **Penalty Fine Notice** section.

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 is booked and paid for within the time window frame period before the late cancellation notice period of the following:

- S&C 1:1 Personal Training and S&C 1:1 Courses: More than 24 hours before your

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

- S&C 1:1 Personal Training and S&C 1:1 Courses: 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 24 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 (or 1 month delay if this is chosen), 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 proof within emergency or non-emergency and/or within medical or non-medical reason

Fail to provide evidence after 1 week (or 1 month as delay) 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 likely to 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.

If you receive an Invoice for you to settle payment before your first session within S&C 1:1 Personal Training, S&C 1:1 Courses, S&C Team Sport Group, Express Group Training for SGPT or Express Group Training for Corporate Training – usually you would have to settle the payment in full as outlined in **Prices and Payment Terms** section. However, should you change your mind to not undertake the sessions as initially agreed due to submitting a Grievance upon Invoice Payment Terms as a form of Late Notice Cancellation within an emergency scenario, when filling the online form under the time frame as outlined above, please state the Invoice Number of your cancellation (you may have the right to delay in submitting evidence if you choose to provide evidence within no more than a month of the date of your

appointment booking, which you may be responsible to settle any partial Administration Fees after 1 week of submission) as the outcome will likely to be as follows:

- Provide evidence within 1 week or less upon Grievance - the administration fee of £50 will be waived
- Provide evidence after 1 week until no later than 1 month upon Grievance - the administration fee you will have to settle partially of £30 as agreed
- Fail to provide evidence after 1 month upon Grievance - the administration fee of £50 you will have to settle in full as agreed. Fail to settle the administration fee in full later will lead to a **Penalty Fine Notice** as outlined

Additional Travel Charge: #BreakingRecords Fitness conducts the most of the 1:1 or Group Sessions for Strength and Conditioning and/or Express Group Training services (excluding Fitness Classes and S&C Group Courses/Workshops) either Face-2-Face or Online/Remote sessions based in Necton within the Garage Gym at **62 Brackenwoods, Necton, Swaffham, PE37 8EX** and/or within home-based session in Necton and/or at Necton Playing Field on Tuns Road, Necton, Swaffham, PE37 8EH. Any sessions are likely to be located OUTSIDE of Necton will require an additional travel charge (ATC) of the following:

- 30p per mile based in Norfolk for sessions
- 45p per mile based outside of Norfolk for sessions

An example of the rough costs of travelling from Necton to any of the Norfolk areas of towns, cities and villages as below on the table (costs are calculated using Google Maps, which the actual venue will be calculated upon agreement between client and trainer using postcode basis of each session taking place):

From/To	Necton	Swaffham	Dereham	Fakenham	Watton	King's Lynn	Norwich
Necton	No Travel Costs to settle	4.9 miles, £1.47 x 2 = £2.94	8.8 miles, £2.64 x 2 = £5.28	15.4 miles, £4.62 x 2 = £9.24	6.9 miles, £2.07 x 2 = £4.14	21.3 miles, £6.39 x 2 = £12.78	27.5 miles, £8.25 x 2 = £16.50

You will be liable for you to pay for ATC use depending on the location of sessions based outside of Necton (see [Appendix 2](#) for Map of Norfolk and Necton) monthly when you have successfully used your sessions during the month (which also includes any late cancellations of less than 2 hours' notice or no shows). We can also reserve the right to charge this on a single session basis to add onto the cost if any sessions are taking place on an ad-hoc basis. The company also reserves the right to pursue action if any ATC's not paid monthly shall be under the procedure of the following stages:

- After the first month for not settling the ATC - The pence per mileage rate gets increased from 30p to 50p for Norfolk sessions based and from 45p to 65p for outside of Norfolk sessions based.
- After the second month for not settling the ATC – The current location of session(s) for outside of Necton will be suspended temporarily as you'll be asked to travel to Necton for 1:1/Group session basis until the ATC is fully paid for. If this is not possible, your remaining sessions for the Course will be suspended temporarily until the ATC is fully paid for.
- After the third month for not settling the ATC – You will be charged with Late Compensation (sum of £40), plus interest (8% daily with accordance to the Bank of England Basic Rate) which is under the Late Payments Act as a Final Demand and your remaining sessions for 1:1/Group basis will fully suspended for the duration of the month, which the overall timeframe of any sessions will NOT be pushed back, and you may be liable to pay for any additional costs later on to continue with further sessions (i.e. £40 compensation fee, plus 8% interest rate daily, along with the ATC charges that have been unpaid to add together as your final notice).
- I understand that it could be eligible for #BreakingRecords Fitness to take further action after the agreed time frame overall has been passed for the client to be taken to county court

(small claims court) if the ATC payment as agreed that is unpaid plus court fee on the value of the claim on the case – the agreement for 1:1/Group Session basis will therefore be terminated by mutual consent if it gets to the last resort of this stage.

Child Behavior 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 the third and final strike from being breached.
3. Third and Final strike: An email will be issued on the session on this third 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 Fine Notices: The company requires all buyers to pay for the charges from breaching the terms and conditions under payment terms, which will be issued within 15-30 days after the original invoice has been sent to the buyer. The following below are the penalties of further action notice of the terms and conditions. A letter will be sent explaining about the penalty fine and will not subject to appeal, within the penalty fine notice, the participant cannot book or participate in any of the services provided until the penalty fine has been paid.

- Failure to pay the Administration Fee for Strength and Conditioning (1:1 and Team Sport Group Services) and/or Express Group Training (Small Group PT and Corporate PT Services), this also includes any Grievances not settled after 1 month upon Emergency Circumstances Policy - £150*
- Failure to pay cancellation fee(s) from S&C Personal Training and/or Group Training consultations appointments, including refusing to pay for consultation fee(s) as well as cancellation fee(s) after consultation was/wasn't conducted - £100*
- 3 Misconducts on Medical/Emergency Exemption Form - £150**

*£50 (for £100 fine) or £75 (for £150 fine) if paid within 30 days as requested. Overall, this will be in a time span of 45-60 days if nothing has been resolved.

**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 £75 fine if paid within 30 days as requested.

Fail to pay within the time limit of the charges and/or penalty fines* listed as above, the company reserves the right to issue a late payment under the Late Payments Act as your final notice in which we will charge compensation fee (sum of £40) plus Basic Interest Rate (8% Interest per day) with the accordance of the Bank of England (i.e. £40 compensation fee, plus 8% interest rate daily, along with penalty fine notice and any fee's to add together as your final notice). If the outcome is not resolved from the buyer to pay as a final notice, the company will pursue with legal action 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 our Fitness Classes service 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 will be made 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 it 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 from 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 you do unsubscribe, your information will be permanently deleted including PAR-Q Form - which is highly likely that you will have to refill it again later in the future. If you are a customer of the company under any 1:1 Personal Training or Group Training, you must give 30 days' written notice in writing to be removed from 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 signed 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 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 to 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.

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 – for clients that are not continuously purchasing Strength and Conditioning Courses and/or Workshop services within the last 2 years since their enrolment of activity. This is also the same for clients that are not continuously purchasing any Express Group Training Services within the last or up to 12 months of their last activity. Within the Active Now Referral Scheme in partnership with EPIC Norfolk, anyone who has enrolled for this service and is not continuously active for more than 6 months will also be terminated as above.

Medical Leave Form: The client can reserve the right under Strength and Conditioning 1:1 basis officially claims 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 for 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, Sportshall, Gyms and outdoor private and public spaces promoting good improvement in 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 promote and protect 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 lift share or use alternative transport will contribute to reducing emissions for travelling 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 bottles 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 of its staff/sub-contractors to contribute 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 not to be involved at all or not to feature you in as much as a group where possible. Any participants under 16 years of age need parent/guardian approval for promotional material in any of our 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

representative 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 expired after 24 hours depending on the timeframe on when you complain within writing which this will be out of our control whether 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 24 hours after 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:

- Over 9 Years old that is within the Academic School Year 5 currently from 1st September to 31st August can only be permitted to use the following services:
 - Strength and Conditioning 1:1 Personal Training
 - Strength and Conditioning 1:1 Courses
 - Strength and Conditioning Group Courses/Workshops (age limit for Youth Courses/Workshops only apply on advertising).
 - Strength and Conditioning Team Sport Group
- Over 11 Years old that is within the Academic School Year 7 currently from 1st September to 31st August can only be permitted to use the following services:
 - Express Group Training Fitness Classes – they must always be accompanied by an adult during Fitness Classes if child is under 16 years of age
- Over 18 Years old can only use our Express Group Training Group/Corporate Personal Training

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

Guidelines for Youth Training: The minimum age to start is over 9 years old within the Academic School Year 5 from 1st September to 31st August, under the age of 16 years old and in Primary/High School as outlined from our **Age Limit** section above. Face-2-Face sessions for the chosen sessions will only be permitted at a maximum of 1 Session per Week due to **Safeguarding** reasons (Physical Abuse with overtraining). If the child does a lot of participation in Schools and/or Sports Club and has very limited time to commit to any form of sessions overall that we may or may not be able to guarantee the request the full or to be flexible, your application for the sessions may be put on the waiting list for up to 3

months, or to be rejected. Online/Remote Training basis for Programming, an adult will have to supervise the participant in being able to complete the sessions remotely, but with full support and weekly check-ins will be provided to the best of our ability for solutions.

Academic School Year 9's or above are only permitted to do twice a week if they specialise in one sport and do not participate in multiple sports for other sports clubs, except for schools which are part of the national curriculum. Anyone younger will be considered as mentioned above, including handling education during school term time. Three sessions a week are mostly for people aged 18 years old and over, or if you have the competence to handle the load of PT Sessions regularly. Anyone younger will be considered as mentioned above, including handling education during school term time.

Vouchers: Vouchers can be brought upon promotion being advertised such as for example the Christmas season that can be used either for yourself, a friend or a family member. Vouchers will need to be applied for online, and all prices exclude **Additional Travel Charge** with our policy for any sessions based outside of Necton. However, the extra ATC can be brought in advance as cover or to pay as additional use after session completion. **Administration Fee** Policy will still apply. When you have brought your Voucher, the dates will be valid between the start and finish for sessions to be used, complete with Full Terms and Conditions provided. Vouchers can be invalid at anytime if the company is no longer trading.

Merchandise: For more details with the Merchandise Terms can be found on our website on www.breakingrecordsfitness.co.uk/merchandise which includes Charity Events and Sponsorship opportunities and it can be found towards after the Official Prices section.

Appendix 1 – Privacy Policy 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.

The image displays two side-by-side screenshots of a mobile email application interface. Both screenshots show a blue header bar with a back arrow, a microphone icon, a trash icon, a compose icon, and a more options icon. The top bar also displays the time (22:00) and battery level (91%).

Left Screenshot (Newsletter):

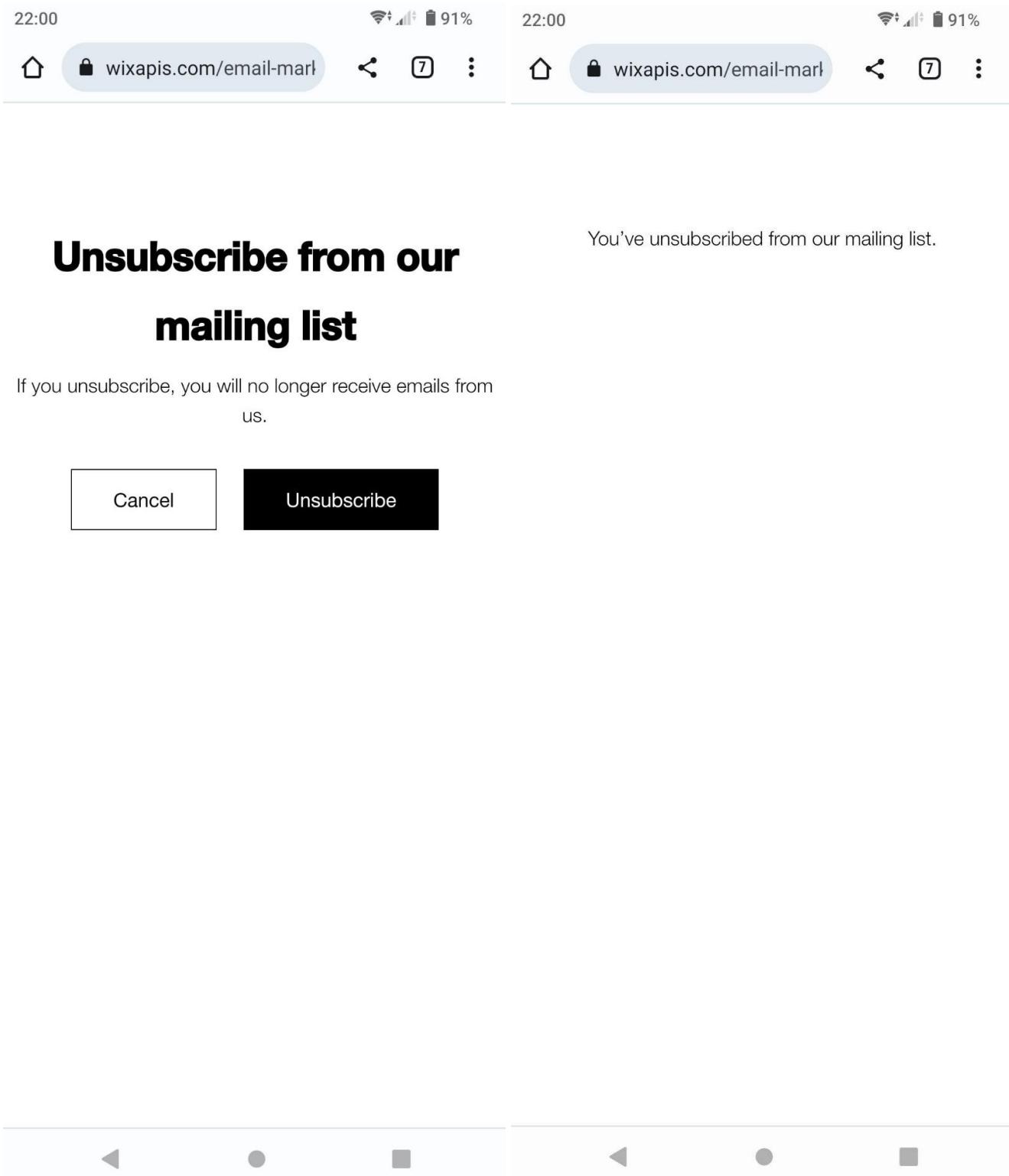
- Subject:** August 2023 Newsletter
- From:** info@pr01.wixemails.com (On behalf of #BreakingRecords Fitness, Liam O'Dell)
- Date:** 31 Aug
- Message Preview:** Can't see this message? [View in a browser](#)
- Content:** August 2023 Newsletter, 88th Edition - #BreakingRecords Fitness. Includes a large orange oval logo with "#BREAKINGRECORDS FITNESS".
- Bottom Buttons:** Reply, a set of navigation icons (back, forward, search, etc.), and a scroll bar.

Right Screenshot (Promotional Email):

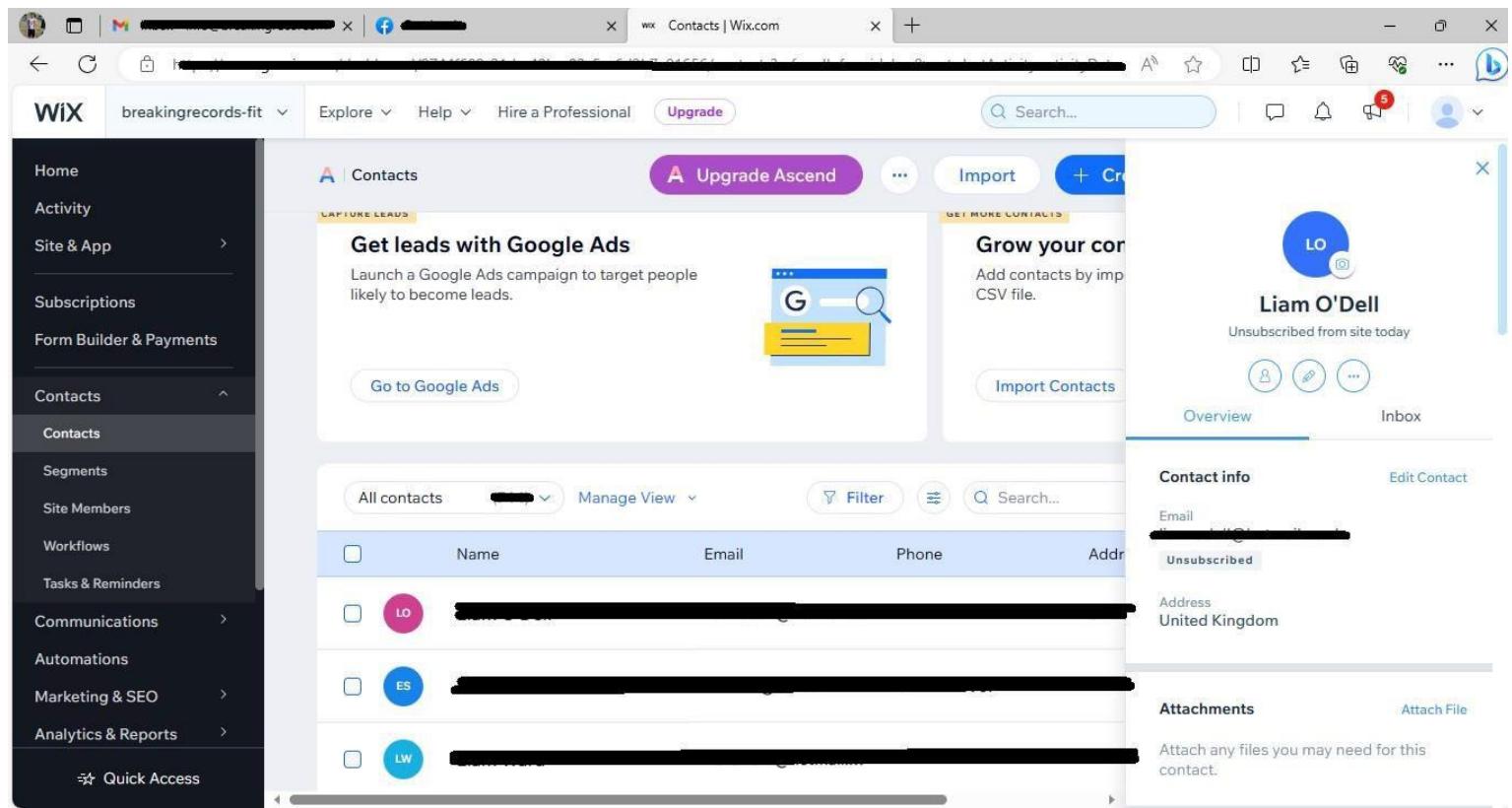
- Text:** Please note the email promo for September will be scheduled for mid September in advance as normal whilst Liam will still be on Annual Leave.
- Section Header:** GDPR Notice
- Text:** You are receiving this Newsletter E-mail as you are a current/past customer with us, a subscription to our website or made form of contact with us. If your no longer interested, please click the unsubscribe button of this e-mail and you will no longer be communicated going forward. If you decide to reply on this Newsletter for your e-mail to be removed manually, we reserve the right to ignore this request!
- Text:** Our Full Terms and Conditions can be found on our website by clicking [here](#), which this is being updated and reviewed regularly.
- Text:** Necton, Norfolk, United Kingdom 07305 823250
- Text:** Share on social (Facebook icon)
- Text:** Check out my website [\(link icon\)](#)
- Text:** This email was sent from [this site](#). If you no longer wish to receive this email, change your email preferences [here](#).
- Bottom Buttons:** Reply, a set of navigation icons (back, forward, search, etc.), and a scroll bar.

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.



The screenshot shows the Wix Contacts interface. The left sidebar includes options like Home, Activity, Site & App, Subscriptions, Form Builder & Payments, Contacts, Segments, Site Members, Workflows, Tasks & Reminders, Communications, Automations, Marketing & SEO, and Analytics & Reports. The main area is titled 'A Contacts' and features a purple 'Upgrade Ascend' button. It includes sections for 'Get leads with Google Ads' and 'Grow your contacts'. A contact list table is displayed with columns for Name, Email, Phone, and Address. One contact, 'Liam O'Dell', is highlighted with a blue profile picture and a red 'Unsubscribed' badge. The contact info panel shows 'Email' (redacted), 'Address' (United Kingdom), and an 'Attachments' section. The bottom of the interface shows a footer with 'Overview' and 'Inbox' buttons.

Appendix 2 – Additional Travel Charge Map of Norfolk (1st picture) and Necton (2nd Picture)

