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**TERMS AND CONDITIONS**  
**PROVIDED BY: THE WORKOUT LAB LIMITED**  
**(FOR ONE TO ONE AND GROUP PERSONAL TRAINING)**

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## Background

### 1. Terms and Conditions

**These Terms and Conditions constitute the standard terms governing:**

- A. The provision of any training session as defined in Clause 1 of this agreement by The Workout Lab Limited, registered under the registration number 15231637, with its registered office located at 4 Boathouse Meadow Business Park, Cherry Orchard Lane, Salisbury, SP2 7LD; and
- B. Where the client qualifies as a "Consumer" as defined by the Consumer Rights Act 2015.

### 2. Definitions and Interpretation

**1. In these Terms and Conditions, unless the context otherwise requires, the following expressions shall bear the following meanings:**

- a. "**Business**" means any commercial enterprise, trade, craft, or profession conducted by you or any other individual or organization on your behalf.
- b. "**Client**" refers to the individual to whom The Workout Lab Limited agrees to provide Training Sessions under the terms stipulated in these Terms and Conditions.
- c. "**Consumer**" means a person defined as such under the Consumer Rights Act 2015. In the context of these Terms and Conditions, it includes:
- i. An individual who receives or utilizes services from us, encompassing one or more training sessions for personal use and primarily outside the scope of any commercial endeavors; and
  - ii. An individual who, in receiving or utilizing our services, does so primarily for purposes that are wholly or mainly outside the purposes of any business.
- d. "**Contract**" refers to the legally binding agreement established between The Workout Lab Limited and the Client upon acceptance of the Client's registration and booking, as elaborated in Clause 7.4.
- e. "**Our Premises**" means the location where training sessions are conducted at The Workout Lab, situated at 13 Brown Street, Salisbury. However, in Clause 3.17, it denotes "business premises" as defined in the Regulations.
- f. For the removal of any doubts whatsoever, it does not encompass your premises concerning any session(s) agreed upon for provision at your location.
- g. "**Personal Trainer**" refers to a qualified fitness professional employed or contracted by The Workout Lab Limited to deliver the Services to the Client.
- h. "**Price List**" denotes our standard price list for all face-to-face and group training sessions offered by

us. The list of training sessions and their respective prices is accessible from our website, via email, or at our premises.

i. "**Registration Form**" refers to the form provided by us for you to apply for registration.

j. "**Regulations**" refers to The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

k. "**Services**" comprises:

i. Testing and assessment of the cardiovascular system, heart rate, muscle strength, body composition, endurance, and flexibility, without limitation;

ii. Physical training, exercise, aerobics, aerobic conditioning and training, weight training, circuit training, cardiovascular exercise and training, resistance exercise, use of machinery, training equipment, free weights, circuit machinery, and cardiovascular machines;

iii. Stretching, weightlifting, goal setting, exercise prescription, nutrition advice, weight loss, muscle toning, strength building, development of training plans, motivating, leading and instructing;

iv. Any other training activities, techniques, and/or exercises.

l. The fitness and wellness services provided by The Workout Lab Limited, including but not limited to:

i. Training Sessions: Individual or group exercise sessions lasting 60 minutes, incorporating activities such as cardiovascular exercise, strength training, weightlifting, circuit training, flexibility training, and the utilization of exercise equipment.

ii. Consultations: Initial fitness assessments, goal setting, personalized, exercise prescription, and program design.

iii. Nutritional Guidance: Professionally informed advice on healthy eating habits, meal planning, and appropriate supplementation (where applicable).

m. "**Training Session**" comprises:

i. Any face-to-face or group training session lasting 60 minutes, including any time necessary for changing into required attire or for warm-up, provided individually to you;

ii. Incorporation of any of the services offered;

iii. Provision or utilization of all facilities, services, equipment, and other goods and materials by us in connection with such session; iv. Adherence to any training program advised and agreed upon by us with you from time to time.

n. "**We/Us/Our**" refers to The Workout Lab Limited whose details are provided above. This term encompasses all staff, including employees and agents, associated with us.

o. "**You/Your**" refers to an individual to whom we agree to provide any training session.

p. "**Your Premises**" means any premises other than Our premises at which We agree, from time to time, to provide any Training Session(s) for You.

**2. Unless the context otherwise requires, each reference in these Terms and Conditions to:**

- a. **"These Terms and Conditions"** is a reference to these Terms and Conditions; and
  - b. **"A Clause or sub-Clause"** is a reference to a Clause or sub-Clause of these Terms and Conditions.
3. The headings used in these Terms and Conditions are for convenience only and shall not affect the interpretation of these Terms and Conditions.
  4. Words signifying the singular number shall include the plural and vice versa.
  5. References to any gender shall include the other genders.

### **3.Registration**

#### **1. In order to attend any Training Session:**

- 1.1. You must first register with Us.
- 1.2. Registration can be completed by filling out the Registration Form.
- 1.3. You must agree to these Terms and Conditions within the Registration Form.

#### **2. The details that You provide and confirm in the Registration Form must be complete and correct, including:**

- 2.1. Your confirmation that You are 18 years of age or older and a "Consumer."
- 2.2. Your confirmation of agreement to these Terms and Conditions.
- 2.3. Your agreement to be bound by the fitness, health, and safety and rules as outlined in Clauses 10 and 11 respectively.

#### **3. You may book and attend a Training Session only after We have accepted Your application to register as outlined in a Registration Form. Our acceptance of Your application signifies that You are permitted to book a Training Session. Note:**

- 3.1. Our decision to accept or reject Your Registration Form rests solely within Our discretion.
- 3.2. Acceptance may be communicated in writing.
- 3.3. Upon Our confirmation of acceptance of Your application to register, a contract will be formed between You and Us under these Terms and Conditions.

### **4. Booking and Cancellation of Training Sessions, and Consumer Rights**

#### **1. To book and attend any Training Session:**

- 1.1. You must be 18 years of age or older.
- 1.2. You must qualify as a "Consumer."

#### **2. A time/date slot for a Training Session is subject to availability. The following conditions shall apply:**

- 2.1. No priority is given; Training Session time/date slots are offered on a first-come, first-served basis.
- 2.2. We will not reserve or guarantee any particular time/date slot for any Training Session unless and until You book and pay for it.

#### **3. You may book a Training Session through any of the following methods:**

- 3.1. In person;
- 3.2. By email;
- 3.3. By phone;
- 3.4. Through Our website or Our online booking system.

4. You may book a single Training Session or as part of any available package of Training Sessions.

## **5. Fees**

- 5.1. We will only provide a Training Session to you if you have pre-booked and paid for it.
- 5.2. The fees for all Training Sessions are set out in the Price List, which is available upon request via our website, email, or at our premises.
- 5.3. The Workout Lab Limited reserves the right to adjust the Price List periodically. Any modifications will be communicated to clients in writing with reasonable notice.
- 5.4. Any fee adjustments shall not apply to Training Sessions that have already been booked and paid for in full by the client.

## **6. Payment Options**

To accommodate individual preferences, the following payment options are available to clients:

### **6.1. Pay in Full (Upfront Payment)**

- 6.1.1. Clients may elect to pay the total fee for the twelve (12) week minimum commitment period in a single, upfront payment at the time of registration.
- 6.1.2. If the client wishes to continue with the services beyond the initial period, a subsequent upfront payment for the next twelve (12) week period is due on or before the final scheduled Training Session of the current paid period.

### **6.2. Monthly Standing Order (Recurring Payment)**

- 6.2.1. Clients may opt to distribute the cost of the twelve (12) week minimum commitment period over three (3) equal monthly installments through a recurring standing order.
- 6.2.2. The initial installment is due upon registration, with subsequent installments debited automatically on the same date of each calendar month.
- 6.2.3. This payment method is non-cancellable during the initial three (3) month period.

### **6.3. Cancellation of Monthly Standing Order**

- 6.3.1. After the completion of the initial twelve (12) week period, the client may terminate the Monthly Standing Order arrangement by providing The Workout Lab Limited with written notice of cancellation at least fourteen (14) days prior to the next scheduled payment date.
- 6.3.2. Failure to furnish timely notice may result in the client incurring additional charges as determined by The Workout Lab Limited.

### **6.4. Late Payments**

- 6.4.1. In the event of a late or missed payment under the Monthly Standing Order option, The Workout

Lab Limited reserves the right, at its sole discretion, to suspend the client's access to the services until the outstanding balance, including any applicable late fees, is settled in full.

## **6.5. Accepted Payment Methods**

6.5.1. Major credit and debit cards

6.5.2. Cash payments, tendered in person at our premise.

6.5.3. Electronic bank transfers (BACS)

## **7. Refunds**

**7.1. Refunds are subject to the cancellation policy outlined in Clause 9 of these Terms and Conditions. No refunds will be issued for Training Sessions missed due to the client's failure to attend or late cancellation.**

### **7.2. For Single Training Sessions**

7.2.1. You must schedule the session for a date no more than <<insert period e.g., 4>> weeks after the booking/payment date.

7.2.2. If applicable, refer to sub-Clause 7.7. for rebooking procedures to replace any canceled sessions.

7.2.3. Failure to book (or rebook) and take the session within this period will result in forfeiture of the session.

7.2.4. Unless entitled to a refund under these Terms and Conditions in the case of cancellation, no refund will be issued for any payment made for the session.

### **7.3. For Packages of Training Sessions**

7.3.1. You should ensure that you book dates for all of the package which fall within the 14-week period after the date when you pay for the whole package.

7.3.2. Any Training Sessions paid for as part of a package but not booked for dates falling within that 14-week period cannot be taken and will be lost, and we will not refund any payment you have made for them.

7.3.3. Where you pay for a package, we will use all reasonable endeavors to agree all dates for it which fall within the said 14-week period.

### **7.4. Booking Conditions**

7.4.1. Your request for a booking for a Training Session (whether or not it is paid for as part of a package) will be considered an offer. However, whether we accept any booking for it will be at our discretion.

7.4.2. Upon acceptance of your request for booking a Training Session and completion of payment, a binding contract will be formed between you and us for that specific session.

7.4.3. If you wish to purchase a package of 12, 24, 36, or more Training Sessions and you pay for that package, and in our discretion we accept that purchase, our contract with you will encompass all of the Training Sessions within that package which you then or later book.

## **7.5. Late Arrivals**

7.5.1. We will require you to pay us in advance for it.

7.5.2. We will be entitled to keep some or all of that payment as set out in sub-Clauses 7.8.1. and 7.8.2. below if you later cancel the Training Sessions without giving us the prior notice that we require to be given as explained in the following provisions of this Clause 7.

7.5.3. If you arrive late for any Training Session, the following conditions apply:

7.5.3.1. We will not extend the length of it beyond its scheduled finishing time unless we specifically agree to do so at the time when you arrive.

7.5.3.2. We may treat a Training Session that you have booked as cancelled by you without notice to us if:

7.5.3.2.1. You arrive more than 15 minutes after the start of the Training Session; or

7.5.3.2.2. You inform us at any time that you will be arriving more than 15 minutes after its start; or

7.5.3.2.3. You do not attend it at all.

7.5.3.3. If we treat the Training Session as cancelled in any such case, we may then (but we are not obliged to) give your time/date slot for it to any "wait-list" or other client wishing to book that time and date slot.

7.5.3.4. We may decide to make a charge to you for that cancelled Training Session, and sub-Clause 7.8.1 below will then apply.

## **7.6. Cancellation Without Charge**

7.6.1. If you wish to cancel a Training Session without incurring a charge, the following conditions apply:

7.6.1.1. You must provide us with at least 24 hours prior notice of the cancellation.

7.6.1.2. Upon cancellation with the required notice, we will refund to you any sum you paid in advance.

7.6.1.3. Alternatively, instead of requesting a refund upon cancellation, you may ask to rebook for a later, substitute Training Session. If we, in our discretion, accept the substitute booking, no refund will be issued.

## **7.7. Packages**

7.7.1. If the Training Session was paid for as part of a package:

7.7.1.1. You also have the option to rebook for a substitute session.

7.7.1.2. You may rebook it for a date falling within the 14-week period after the date when you booked the package.

## **7.8. Late Cancellation Charges**

7.8.1. If you do not give us at least 24 hours prior notice of cancellation of a Training Session, we will be entitled to charge you for any net financial loss that we suffer due to your cancellation. However, that charge will be limited to:

7.8.1.1. 100% of the Full Price of that Training Session where that prior notice is less than 24 hours.

7.8.2. For this purpose, the "Full Price" means:

7.8.2.1. The actual price paid where the Training Session was booked as a stand-alone session.

7.8.2.2. OR, where it was booked as part of a package, it means the amount that you would have paid for it had you booked it as a stand-alone session and not as part of a package.

7.8.3. We will be entitled to deduct that charge from any sum you paid in advance for that Training Session.

7.8.4. We shall refund any balance to you.

### **7.9. Exceptional Circumstances**

7.9.1. If, due to exceptional circumstances including, but not limited to, illness, accidents, and bereavement, you cancel a Training Session without giving us at least 24 hours prior notice, the following conditions apply:

7.9.1.1. We will consider the circumstances.

7.9.1.2. In our discretion, we will decide whether to waive any charge for late cancellation that we are entitled to make under the above provisions of this Clause 7.8.

### **7.10. Cancellation by Us**

7.10.1. We may cancel a Training Session booked by you at any time before the time and date of that Training Session in the following circumstances:

7.10.1.1. The required fitness trainer necessary for the Training Session is not available; or

7.10.1.2. An event described in sub-Clause 8 below occurs and continues for more than <<insert time period>>; or

7.10.1.3. We find that you are not a "Consumer" (as defined in Clause 1 above).

7.10.2. If we cancel a Training Session in such circumstances, we will refund to you in full the payment that you have made to us for that Training Session.

7.10.3. [Unless it was paid for as part of a package, in which case the following will apply instead.]

### **7.11. Where it was part of a package**

7.11.1. We will not make a refund.

7.11.2. You may rebook that cancelled Training Session (without further payment) for another date falling within the 14-week period after the date when you paid for the package.

7.11.3. If that period ends less than 4 weeks after the date of the cancelled Training Session and you prefer to have a refund instead of rebooking:

7.11.3.1. We will refund you the price for that cancelled Training Session that you would have paid for it if it had been booked and paid for as a stand-alone session.

### **7.12. Delayed Packages**

7.12.1. We will use all reasonable endeavors to start the Training Session You have booked at its

scheduled start time, but the start may be delayed by overrun of a previous Training Session or by other circumstances. If a delay to the start is at least 15 minutes, or if at any time before or after You arrive for a Training Session We notify You that there will be a delay of at least that time, the following conditions apply:

7.12.1.1. You may cancel the Training Session.

7.12.1.2. We will refund to You in full the payment that You have made to Us for that Training Session.

[Unless it was paid for as part of a package, in which case the final paragraph of sub-Clause 3.13 (as to rebooking of, or refund for, a canceled session) will also apply to cancellation under this sub-Clause 3.14].

7.12.2. Training Sessions, prices, and fitness trainers are subject to change from time to time. However, We will try to give You as much prior notice as possible of any such changes.

7.12.3. We may immediately terminate a Training Session if Your conduct is, in Our reasonable opinion, unacceptable, or if it amounts to Your breach of these Terms and Conditions. In such a case, the following conditions apply:

7.12.3.1. You will not be entitled to any refund for a Training Session started but not completed.

7.12.3.2. If at that time You have paid for any Training Sessions as a package but have not yet booked and/or attended one or more of such Training Sessions, the following conditions apply:

7.12.3.3. We may cancel those Training Sessions not yet booked and/or attended by telling You at the time of that cancellation.

7.12.3.4. We will refund You for the number of Training Sessions in the package canceled.

7.12.3.5. The refund will be for the number of package Training Sessions not taken pro rata to the total Training Sessions in the package as a proportion of the price paid for the whole package.]

7.12.4. Where the contract we make with you is not made on Our Premises, the Regulations give you the rights set out in sub-Clause 3.17, and they will be in addition to the rights given to you by the above provisions of Clause 3.

The following conditions apply:

7.12.4.1. You may, for any reason, cancel a booked Training Session during the 14-day period after We accept that booking.

7.12.4.2. However, if the booking includes any Training Session on a date which is before the end of that 14-day period, and if You have expressly requested Us to provide any such Training Session in that 14-day period and We do so, You may not cancel that requested Training Session and You must pay for it in accordance with Clause 4. You may only cancel any other Training Session covered by that booking.

7.12.4.3. If You request that Your booking be canceled, You must confirm this in any way convenient to You.

7.12.4.4. If You cancel as allowed by this Sub-clause 3.17, and You have already made any payment(s)

to Us for the booking, We will refund the payment(s) to You within 14 days of receiving Your cancellation, less the amount due for the Training Session(s) covered by that booking that We have provided.

7.12.5. For this purpose, where any one or more Training Sessions has been paid for as part of a package, then You may cancel such Training Session(s) (either booked for any date(s) after that 14-day period or not booked yet), and We will refund for each such canceled Training Session the total package price amount paid divided by the total number of Training Sessions in that package.

## **8. Fees and Payments**

8.1. You must pay in accordance with Our Price List for all Training Sessions that We fully and correctly provide to You.

8.2. You may pay Us for Training Sessions using any of the following methods

8.2.1. Credit/Debit Card: By Phone or Using Our Online Booking System

8.2.2. Cash: Paid at the Training Session

8.2.3. Gift Voucher: Redeemed at the Training Session

8.2.4. By Monthly Direct Debit

8.3. We may alter Our prices without prior notice. The following conditions apply:

8.3.1. If the price of any Training Session increases between the time when You book it and the date of the Training Session, the price increase will not apply to You for the Training Session on that date.

8.3.2. All prices of Training Sessions are shown in the Price List.

## **9. Eligibility to receive a Training Session**

9.1. We only make any Training Session available to a “Consumer” as defined in Clause 1, and Your completion of a Registration Form will be deemed to be Your confirmation that You will be a “Consumer” in connection with any request(s) by You to attend any Training Session.

9.2. If at any time We find that you are not a “Consumer”, We may, without liability to You, cancel Your registration forthwith by giving You a cancellation notice, and You will not then be entitled to attend any further Training Sessions.

The following conditions apply:

9.2.1. If at the time of such cancellation You have paid for Training Sessions as a package but have not yet attended one or more such Training Sessions:

9.2.1.1. We will refund You for those Training Sessions not yet attended.

9.2.1.2. The refund will be for the number of package Training Sessions not attended pro rata to the total number of Training Sessions in the package as a proportion of the price paid for the whole package.

9.3. We will not accept Your application to register or make any Training Session available to You unless You are aged 16 or over. We may require evidence of Your age for that purpose.

## **10. Fitness, Health and Safety**

10.1. You acknowledge that Training Sessions may be physically strenuous.

10.1.1. You agree that You voluntarily participate in such Training Sessions with full knowledge and even if We and the relevant fitness trainer are not negligent, there is a risk of personal injury or illness arising from Your participation in such Training Sessions.

10.2. You will at all times be responsible for Your own state of health, physical condition, and wellbeing.

10.2.1. You must ensure that you are fit and well enough to participate in any Training Session that You book. And certain Training Sessions or parts or aspects of such sessions and/or of fitness programmes may be unsuitable for You if You have special needs, or any medical, health, or fitness problem or condition.

10.3. If You have any concerns about Your fitness or health,

10.3.1. You should seek appropriate medical advice from a relevant professional medical or other adviser before attending a Training Session.

10.3.2. Where necessary, You must obtain clearance from a relevant professional medical or other adviser before booking or attending any Training Session.

10.3.3. We cannot and do not provide any such advice or clearance.

10.4. When You register and when You book and attend any Training Session, You agree, on account of your registration and booking and attending of any Training Session:

10.4.1. That You have no health or fitness problems which may affect your participation in any Training Sessions.

10.4.2. That You have obtained medical or other clearance where necessary.

10.5. When You request a booking for a Training Session and if [at least 48 hours] before You attend any Training Session, You shall inform Us at that time about any medical, health, or fitness issue or special need, following which:

10.5.1. We will discuss it with You and inform You if We decide not to accept Your booking because of that issue or special need.

10.5.2. If We do accept Your booking, You must act in accordance with any instructions provided by Us relating to the issue or need.

10.6. Pursuant to your failure to disclose before Us, prior to a Training Session, of anything referred to in sub-Clause 6.3 or 6.4 that We then discover later on:

10.6.1. We will be entitled not to provide some or all of that Training Session or any other Training Sessions.

10.6.2. We may treat any such Training Sessions (or the affected part of it/them) as cancelled by You without notice.

10.6.3. In such a case, We may make a charge to You for that cancelled Training Session (or part of it) as

set out in sub-Clause 3.11 above.

10.6.3. If that Training Session is part of a package, We may also cancel any other remaining Training Sessions in the package.

10.6.4. In that case, We will refund You for each of the remaining Training Sessions that We cancel an amount equal to the total package price divided by the total number of Training Sessions in the total package.

10.7. You must not attend any Training Session when under the influence of alcohol or illegal drugs.

10.8. If You need to change Your clothing when You arrive for a Training Session and/or You need to discuss or deal with any administrative matter before a Training Session, or where We have informed You that the time/slot for Your Training Session does not include time for a warm-up but that a warm-up routine specified by Us is needed before You start Your Training Session, the following conditions apply:

10.8.1. You should arrive at least 20 minutes prior to the time slot booked for Your Training Session to allow for a prompt start.

10.8.2. If You know You are going to be late for a Training Session, You should contact Us to tell Us as soon as You can before the Training Session time slot start time.

10.8.3. If You arrive later than the time slot start time, We may not permit You to participate in the Training Session for health and safety reasons.

10.9. You acknowledge and agree that a Training Session usually involves a certain amount of physical contact between Our fitness trainer and a client to ensure proper technique or to provide support.

## **11. Rules**

11.1. We do not permit You to:

11.1.1. Smoke anywhere on Our Premises.

11.1.2. Bring to Our premises any child/ren under the age of 16 as We do not have anyone to supervise them.

11.1.3. Bring any animals into Our Premises with the exception of guide dogs. If You require the use of a guide dog, You should inform Us of that when You register

11.1.4. Bring any crockery, glass, drink (except water) or food into any part of Our Premises. Only water, either in plastic bottle or paper cup, is permitted in Our premise.

11.2. We will specify if a Training Session requires any clothing or footwear beyond loose clothing and training shoes.

11.2.1. You are responsible for providing any specific clothing, footwear, or other items required for the Training Session.

11.2.2. Any clothing and footwear not worn during the Training Session should be stored in the location designated by us.

11.2.3. Failure to comply with these dress requirements may result in the cancellation of the Training Session without liability for any refund or other amount.

## **12. Events Beyond Our Reasonable Control**

12.1. We will not be liable for any failure or delay in performing Our obligations under the contract resulting from any cause beyond Our reasonable control.

12.2. We will attempt to notify you as soon as reasonably possible if an event described under sub-Clause 13.1.2. occurs.

12.2.1. Our obligations under the contract will be suspended during the event, and any applicable time limits will be extended accordingly.

12.2.2. Once the event is over, we will inform you and provide details of any new dates, times, or availability of Training Sessions as necessary.

12.2.3. You have the right to cancel any Training Session(s) affected by the event without liability to us.

12.2.4. We will refund the advance payment you made to us for the cancelled Training Session(s) in full.

12.2.5. If the cancelled Training Session(s) is/are part of a package, we will refund you for each such Training Session an amount equal to the total price for the package divided by the total number of Sessions in the package.

## **13. Limitations For Liability**

13.1. We will be responsible for any foreseeable loss or damage resulting from Our breach of these Terms and Conditions or Our negligence.

13.1.1. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence, or if it is anticipated by both parties when the contract is formed.

13.1.2. We will not be responsible for any loss or damage that is not foreseeable.

13.2. We provide or sell all Training Sessions to you solely for personal and private use/purposes.

13.2.1. We shall not be liable to you for any loss of profit, loss of business, interruption to business, or any loss of business opportunity.

13.3. We do not provide any warranty or representation that any specific outcome will result from participating in any Training Session/s.

13.3.1. Results will vary from client to client based on various factors, including but not limited to body type and nutrition.

13.4. Our fitness trainer/s is/are member[s] of the National Register of Exercise Professionals and may also be registered with the National Register of Personal Trainers.

13.4.1. They have attained the appropriate National Occupational Standard for personal fitness trainers

or hold Level 3 of the Personal Training Certificate.

13.4.2. As such, our fitness trainer/s are appropriately qualified and insured to conduct Training Sessions.

13.4.3. However, our fitness trainer/s are not medical or health professionals neither do they have the expertise to diagnose medical conditions or impairments.

13.4.4. Their advice does not constitute medical or similar advice neither is it a substitute for the advice provided by an appropriate medical, health, fitness, or other professional therapist.

13.5. If you bring any personal belongings onto Our Premises, We do not undertake to keep them safe or provide any storage place for them.

13.5.1. The loss or damage of your personal belongings will be at your own risk, except where such loss or damage is due to any deliberate or negligent act by Us.

13.5.2. We will not be responsible for any loss or damage to Your personal belongings caused by any other client, guest, or visitor to Our Premises.

13.5.3. This includes instances where You leave or store your belongings in any place at Our premises referred to in Clause 11.2.

13.5.4. Therefore, we advise you not to bring any valuable belongings to Our Premises.

13.6. Nothing in these Terms and Conditions is intended to exclude or limit Our liability for death or personal injury caused by Our negligence.

13.6.1. This includes the negligence of Our employees, agents, or subcontractors.

13.7. Similarly, Our liability is not limited for cases involving fraud or fraudulent misrepresentation.

13.8. Furthermore, if you are a “consumer” as defined by the Consumer Rights Act 2015, or a consumer for the purposes of any other consumer protection legislation, nothing in these Terms and Conditions is

intended to or will exclude, limit, prejudice, or otherwise affect any of Our duties or obligations to You, or Your rights or remedies, or Our liability to You, under:

- a. the Consumer Rights Act 2015;
- b. the Regulations;
- c. the Consumer Protection Act 1987; or
- d. any other consumer protection legislation as that legislation is amended from time to time.

13.9. For more details of Your legal rights, please refer to Your local Citizens' Advice Bureau or Trading Standard Office.

#### **14. Changes to Terms and Conditions**

14.1. We may from time to time change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such change.

#### **15. How We Use Your Personal Information (Data Protection)**

15.1. We will only use Your personal information as set out in Our terms and conditions.

#### **16. Regulations**

16.1. We are required by the Regulations to ensure that certain information is provided to You as a Consumer before entering into a contract with You.

16.2. This information will be made available to You either within these Terms and Conditions or separately before accepting Your registration or booking.

16.3. The information provided will be considered part of the terms of Our contract with You as a Consumer, as mandated by the Regulations.

#### **17. Information**

17.1. All information outlined in Clause 16, as mandated by the Regulations, will be included in the terms of Our contract with You as a Consumer.

17.2. Additionally, any other information provided by Us regarding Training Sessions or Our business, which influences Your decision to book or engage with Training Sessions, will also form part of the contract terms.

#### **18. Complaints**

18.1. We encourage feedback from You to continually improve our services, aiming for a positive experience as Our client.

18.2. If You encounter any issues or have complaints regarding Our Training Sessions or any other aspect of Our service, please address them with Alan Reilly, reachable via [at Our Premises] [or by email at [info@theworkoutlab.co.uk](mailto:info@theworkoutlab.co.uk)].

## **19. No Waiver**

19.1. Failure or delay by either party in exercising any rights under these Terms and Conditions does not constitute a waiver of those rights.

19.2. A waiver by either party of a breach of any provision of these Terms and Conditions does not constitute a waiver of any subsequent breach of the same or any other provision.

## **20. Severeance**

20.1. If any provision of these Terms and Conditions is deemed invalid or unenforceable by a competent authority, the validity of the remaining provisions shall not be affected.

20.2. remainder of the provision in question shall remain valid and enforceable to the fullest extent permitted by law.

## **21. Law and Jurisdiction**

21.1. The governing law of these Terms and Conditions and the Contract shall be [insert applicable jurisdiction].

21.2. As a consumer, you retain all rights provided by mandatory provisions of the law in your country of residence, which are not affected by Sub-Clause 17.1.

21.3. Disputes arising from these Terms and Conditions, the Contract, or the relationship between you and Us shall fall under the jurisdiction of the courts of [England/Wales/Scotland/Northern Ireland], determined by your residency.

## **22. Force Majeure**

**22.1. Definition and Scope:** Neither party shall be held liable for any delay or non-performance of its obligations under this Agreement to the extent such delay nor non-performance is directly caused by a Force Majeure Event.

For the purposes of this Agreement, a "Force Majeure Event" shall mean any event or circumstance beyond the reasonable control of the affected party, including but not limited to:

22.1.1. Acts of God: Natural disasters such as fire, flood, earthquake, hurricane, tornado, or other severe weather events, which are beyond human control and unforeseeable.

22.1.2. War and Civil Unrest: War, acts of terrorism, sabotage, riots, civil commotion, or other acts of civil unrest, which disrupt normal operations and are beyond the control of the affected party.

22.1.3. Government Action: Embargoes, sanctions, government restrictions, or any other act of a government or regulatory authority that prevents or materially impedes the performance of obligations under this Agreement, provided such actions are beyond the reasonable control of the affected party.

22.1.4. Labor Disputes: Strikes, lockouts, or other labor disturbances that are not instigated or prolonged by the affected party, and which directly impede the performance of obligations under this Agreement.

22.1.5. Epidemics and Pandemics: Outbreaks of infectious diseases, pandemics, epidemics, or quarantine restrictions imposed by a governmental authority, which directly impede the performance of obligations

under this Agreement.

22.1.6. Other Unforeseeable Events: Any other unforeseeable event or circumstance beyond the reasonable control of the affected party that renders the performance of its obligations under this Agreement impossible or commercially impracticable, including but not limited to unforeseen technological failures, supply chain disruptions, or significant market disruptions.

**23. Notification and Mitigation:**

23.1. Notification: The party encountering a Force Majeure Event shall expeditiously inform the other party in writing, delineating the event's nature and anticipated duration.

23.2. Mitigation Efforts: The affected party shall employ commercially reasonable measures to alleviate the impact of the Force Majeure Event and promptly endeavor to recommence fulfilling its obligations under this Agreement to the best of its ability.

**24. Suspension and Termination**

24.1. Should a Force Majeure Event persist for a continuous period exceeding thirty (30) days, the affected party must promptly notify the other party in writing of its intention to terminate this Agreement.

24.2. Obligations Upon Termination:

24.2.1. Upon termination of the Agreement due to a Force Majeure Event, both parties shall promptly settle any outstanding fees or obligations incurred prior to the occurrence of the Force Majeure Event.

**25. Rescheduling:**

25.1. In the event of a Force Majeure Event causing disruption to scheduled Training Sessions, The Workout Lab Limited will endeavor to reschedule such sessions at a time mutually convenient for both parties.

**26. Credit or Refund:**

26.1. If rescheduling is not feasible within a reasonable timeframe, The Workout Lab Limited reserves the right to offer the Client a credit for future Training Sessions or provide a pro-rata refund for the affected sessions based on the portion of Services not delivered.

Please sign and date:

Date:.....

Printed Name:.....

Signature:.....