

TERMS OF SERVICE



BACKGROUND:

(A) These Terms of Agreement together with the attachment and any other documents referred to in these Terms of Agreement set out the terms and conditions on which Paid Content, accessed via Subscriptions are sold by us to consumers.

·(B) Terms and information that are specific to accessing personal fitness and lifestyle training from our coaches are set out in the attachment below only for ease of reference but they will have the same effect as if set out in these Terms of Agreement.

·(C) Please read these Terms of Agreement and the attachment below carefully and ensure that You understand them before purchasing a Subscription. If You have any queries about anything in these Terms of Agreement or the attachment, please contact Us to discuss.

You will be required to read, accept, and agree to comply with and be bound by these Terms of Agreement and the attachment.

·(D) All of the information that We give to You will be part of the terms of Our Contract with You as a Consumer whether it is information that We:

- (i) are required by law to give to You before You order a Subscription; or

- (ii) voluntarily give to You and You rely on it either when deciding to order a Subscription or when, subsequently, You make any decision about the Subscription.

We give You some of that information before you order a subscription and some of it is set out in these Terms of Agreement and the attachment below.

·(E) These Terms of Agreement, as well as any contracts, are in the English language only.

(F) These Terms of Agreement apply only to the sale of Paid Content; the terms governing the use of our content.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms of Agreement, unless the context otherwise requires, the following expressions have the following meanings:

“Background Items”

This means background and other information about topics relevant to the health, fitness, wellness, diet, and/or nutrition programs that we provide to You, downloadable or viewable as text/graphics;

“Consumer”

This means an individual customer who is to receive or use Our services comprising paid Content for their personal use and purposes wholly or mainly outside the purposes of any business, trade, craft, or profession;

“Contract”

This means a contract for the purchase of a Subscription to access any Paid Content, as explained in Clause 7;

“Paid Content”

This means any content (including text, graphics, images, audio, and video) comprising any session or course in fitness, wellness, health, or nutrition training, instruction, or any background items or other materials or information that we offer.

The sessions, courses, background items, and other information or materials are sold by us and made available by us using email, phone, etc.

Downloadable or other viewable text, graphics, or other video, audio, or other items or information, including Background Items.

Paid content will be more fully described in other information. We give or make it available to you before you order a subscription.

That information may include the name of any trainer or instructor or other individual(s) presenting any content on our behalf but whether it does or does not do so, We may if so we decide at our discretion at any time and without notice substitute any other individual(s) who is suitably qualified and experienced.

“Subscription”

This means a subscription to Our services purchased by You which provides you with the entitlement and access to Paid Content that comprises either:

(a) one or more specific single events or items; and/or

(b) one or more series or collections of two or more specific events or items;

and/or

(c) one or more or all types of events or items available on or via Our

Site; and

(d) the Background Items

(e) Subscription period means 10 weeks on Evolve10

Every Subscription will include access to the Background Items for the whole period of the Subscription, and they will all be accessible as soon as you have paid for your subscription.

2. INFORMATION ABOUT US

“We/Us/Our”

This means Calumn Duthie Coaching, a company registered in the UK under CD Fitness Coaching Ltd

3.1. If You wish to contact Us with general questions, You may contact us by telephone at 07716349826, or by email at team@cdfitness.co.uk.

3.2. For matters relating to paid content or your subscription, please contact us by email at accounts@cdfitness.co.uk

3.3. For matters relating to cancellations, please contact us by email at calumn@cdfitness.co.uk to make a complaint, see Clause 14.

4. CONSUMERS ONLY AND AGE RESTRICTION

Only a consumer may purchase a subscription and access paid content.

Only if that person is at least 18 years of age may they do so.

5. BUSINESS CUSTOMERS

These Terms of Agreement and the attachment below do not apply to customers purchasing Subscriptions and accessing Paid Content in the course of any business trade, craft, or profession carried on by either them or any other person/organisation.

6. SUBSCRIPTIONS, PAID CONTENT, PRICING AND AVAILABILITY

6.1. We make all reasonable efforts to ensure that all descriptions of subscriptions and paid content available from us correspond to the actual subscription and paid content that you will receive.

6.2. We may from time to time change our prices. Price changes will not affect any subscription that you have already purchased but will apply to any subsequent renewal or new Subscription.

We will inform You of any change in price at least 1 month before the change is due to take effect. If You do not agree to such a change, You may cancel the Contract as described in sub-Clause 13.1.

6.3. Minor changes may, from time to time, be made to certain paid content, for example, to reflect changes in relevant laws and regulatory requirements, or to address technical or security issues.

These changes will not alter the main characteristics of the paid content and should not normally affect your use of that paid content. However, if any change is made that would affect your use of the paid content, suitable information will be provided to you

6.4. Where any updates are made to paid content, that paid content will continue to match our description of it as provided to you before you purchased your subscription to access the paid content. Please note that this does not prevent us from enhancing the paid content, thereby going beyond the original description.

6.5. If the price of a Subscription that you have ordered changes between your order being placed and us processing that order and taking payment, You will be charged the price originally quoted to you.

7. ORDERS – HOW CONTRACTS ARE FORMED

7.1 If the price of a Subscription that You have ordered changes between Your order being placed and Us processing that order and taking payment, You will be charged the price originally quoted to you.

7.2 Before completing your purchase of a subscription, You will be allowed to review Your order for the subscription. Please ensure that you have checked your order carefully before submitting it.

7.3 If, during the order process, you provide us with incorrect or incomplete information, please contact us as soon as possible.

If We are unable to process your order due to incorrect or incomplete information, we will contact you to ask to correct it.

If You do not provide us with accurate or complete information within a reasonable time of our request, We will cancel your order and treat the contract as being at an end. We will not be responsible for any delay in the availability of paid content that results from you providing incorrect or incomplete information.

7.4. Your order to purchase a subscription constitutes a contractual order that we may, at our sole discretion, accept. Confirmation of your acceptance of your subscription is made by signing this agreement.

8. PAYMENT FOR SUBSCRIPTIONS

8.1. Payment for each Subscription is for a minimum period of 10 weeks. Your chosen payment method will be charged when we process Your order and monthly thereafter until the conclusion of the 10 weeks

8.2. We accept the following methods of payment:

DIRECT DEBIT VIA STRIPE

8.3. If You do not make any payment due to Us on time, We will suspend Your access to the Paid Content.

8.4 Once you have accepted the terms of this agreement you will be liable for 10 weeks upon which payments must be made.

8.5 If You believe that We have charged you an incorrect amount, please contact us at accounts@cdfitnsss.co.uk as soon as reasonably possible to let us know. You will not be charged for paid content while availability is suspended.

9. PROVISION OF PAID CONTENT

9.1 We undertake to make available to you on these Terms of Agreement the paid content for which you subscribe but if you choose not to access or make any permitted use of some or all of that paid content or, for any reason not attributable to us you are unable to do so, you will not be entitled to any refund.

9.2 When you place an order for a subscription, You will be required to expressly acknowledge that you wish Paid Content to be made available to you immediately. You will also be required to expressly acknowledge that you will lose Your legal right to cancel if you change your mind (the "cooling-off period").

Please see sub-Clause 12.1 for more information.

9.6 We may suspend provision of the paid content as follows if we do not receive payment on time from you.

We will inform you of the non-payment on the due date, however, if you do not make payment within 15 days of our notice, we may suspend provision of the paid content until we have received all outstanding sums due from you.

If we do suspend provision of the paid content, We will inform you of the suspension.

10. LICENCE

10.1 When you purchase a subscription to access paid content, we will grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access, participate in, and use the relevant paid content for personal non-commercial purposes. The license granted to you does not give you any rights to our paid content (including any material that We may license from hired parties).

10.2. The license granted to You under sub-Clause 10.1 is subject to the following usage restrictions and/or permissions:

10.2.1 . You may not copy, rent, sell, publish, republish, share, broadcast, or otherwise transmit the Paid Content (or any part of it) or make it available to the public except as permitted under the Copyright Designs and Patent

11.CANCELLING YOUR SUBSCRIPTION

11.1. If You are a Consumer, by default you have a legal right to a “cooling-off” period within which you can cancel the Contract for any reason, including if you have changed your mind, and receive a refund. The period begins once you have made payment (i.e. when the Contract between you and us is formed) and ends fourteen (14) calendar days after the date of such agreement.

11.2. If you choose to cancel your subscription during the cooling off period and have already received your bespoke training and nutrition plan, a fee of £150 will be deducted from the refund.

11.3. After the cooling-off period, you may cancel your subscription at any time. However, subject to sub-Clause 12.3 and Clause 13, we cannot offer any refunds and you will continue to have access to the paid content for the remainder of your current subscription (up until the renewal or expiry date, as applicable), whereupon the contract will end. You also must complete the remaining payments.

11.4. If you wish to cancel your subscription, you must provide us with at least thirty (30) days' written notice prior to the expiration of your current subscription period.

12 . YOUR OTHER RIGHTS TO END THE CONTRACT

12.1. You may end the contract at any time if we have informed you of a forthcoming change to your subscription or the paid content (as described in sub-clauses 6.3 or 6.5), or to these Terms of Agreement that you do not agree to.

If the change is set to take effect or apply to you before the end of your current Subscription, We will issue you with a partial refund. If the change will not take effect or apply to you until the expiry of your current subscription, the contract will end at the end of that Subscription period and you will continue to have access to the paid content until that date.

12.2. If there is a risk that availability of the paid content will be significantly delayed because of events outside of our control, you may end the Contract immediately. If you end the Contract for this reason, we will issue you with a partial refund.

12.3. If we inform you of an error in the price or description of your subscription or the paid content and you wish to end the contract as a result, you may end it immediately. If you end the contract for this reason, we will issue You with a refund.

12.4 . You also have a legal right to end the contract at any time if we are in breach of it. You may also be entitled to a full or partial refund and compensation. For more details of your legal rights, please refer to your local Citizens Advice Bureau or Trading Standards Office.

12.5. Refunds under this Clause 13 will be made within 14 calendar days of the date on which your cancellation becomes effective, using the same payment method that you used when purchasing your subscription [unless you specifically request that ee make a refund using a different method].

13. OUR LIABILITY TO CONSUMERS

13.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms of Agreement (or the Contract) or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.

13.2 Our paid content is intended for non-commercial use only. We make no warranty or representation that the paid content is fit for commercial, business or industrial use of any kind. We will not be liable to You for any loss of profit, loss of business, interruption to business, or for any loss of business opportunity.

13.3 Nothing in these Terms of Agreement seeks to limit or exclude our liability for death or personal injury caused by our negligence (including that of our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation, or for paid content which is not as described, does not match information that we provided, is not of satisfactory quality, or is not fit for any purpose made known to us.

13.4 Nothing in these Terms of Agreement seeks to exclude or limit your legal rights as a consumer. For more details of your legal rights, please refer to your local Citizens Advice Bureau or Trading Standards Office.

13.5 In the interests of your well being you must inform us before subscribing of any medical or other condition affecting you which might be or become relevant to any training or nutritional advice provided by us.

13.6. We will not be responsible or liable if you are unable to access any paid content due to any failure or delay in performing our obligations under the contract resulting from any cause beyond our reasonable control, including but not limited to a cause of that type specifically referred to below.

13.6.1. I will not be liable for any failure or delay in performing my obligations under this Agreement resulting from any cause beyond my reasonable control, including illness, lack of available facilities, non-performance by suppliers any law or any action taken by a government or public authority, act of God, or any other similar or dissimilar event or circumstance that is beyond my control.

13.6.2 If any event described under sub-Clause 13.6.1 occurs that is likely to adversely affect my performance of any obligations under the contract, I will try to inform You as soon as is reasonably possible, My obligations will be suspended and any time limits that I am bound by will be extended accordingly.

I will inform You when that event is over. you may, without liability to me, cancel any subscriptions that do not take place due to that event, and I will refund in full the fees that you have paid to me for the canceled term.

13.6.3 Please see "Attachment" 3d. Where you have an injury etc that means you cannot participate in training sessions we will provide you with alternatives including nutritional advice.

14. COMPLAINTS AND FEEDBACK

14.1 We always welcome feedback from our customers and, whilst we always use all reasonable endeavours to ensure that Your experience as a customer of ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.

14.2 If You wish to complain about any aspect of your dealings with us, please contact us in one of the following ways:

14.2.1 By email, to accounts@cdfitness.co.uk

15. OTHER IMPORTANT TERMS

15.1. We may transfer (assign) our obligations and rights under these Terms of Agreement (and under the contract, as applicable) to a third party (this may happen, for example, if we sell our business). If this occurs, you will be informed by us in writing.

Your rights under these Terms of Agreement (and the Contract) will not be affected and Our obligations under these Terms of Agreement (and the Contract) will be transferred to the third party who will remain bound by them.

15.2. You may not transfer (assign) your obligations and rights under these Terms of Agreement (and under the Contract) without our express written permission.

15.3. The Contract is between you and us. No other person shall have any right to enforce any of its terms.

15.4. If a court or other authority finds that any part(s) of these Terms of Agreement is unlawful, the remaining parts will remain in full force and effect.

15.5. If we fail to take steps or delay in taking steps to enforce any of our rights against you under these Terms of Agreement, that will not prevent us from doing so at a later date, for example, our right to require you to make any payment which has become payable under the contract.

15.6 We may revise these Terms of Agreement from time to time in response to changes in relevant laws and other regulatory requirements. If we change these Terms of Agreement as they relate to your Subscription, We will give you reasonable advance notice of the changes and provide details of how to cancel if you are not happy with them (also see sub-Clause 13.1 above).

16. LAW AND JURISDICTION

16.1. These Terms and Conditions, and the relationship between you and us (whether contractual or otherwise) shall be governed by, and construed in accordance with, the law of ROI.

16.2. As a Consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in sub-Clause 16.1 above takes away or reduces your rights as a consumer to rely on those provisions.

16.3 As a Consumer, any dispute, controversy, proceedings or claim between you and us relating to these Terms and Conditions, or the relationship between you and us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

16.4. How We Use Your Personal Information (Data Protection)

We will only use Your personal data as approved by you i.e. in relation to the addition of you to group Whatsapp with your prior consent and by you acknowledging that your contact number will be visible to the members of the group. i.e. by use of photographs provided by you to us for the use in our social media. Your consent to the same will be requested before use.



ATTACHMENT

1. The Training

The training (referred to below as "Training") that We provide will involve one or more of the following:

- Training and Nutrition plan
- Supplementation guidance
- Ongoing WhatsApp support
- Social/schedule planning around your lifestyle

2. Gym Equipment etc.

We do not supply or arrange for you to use any other gym or other exercise or training equipment that you will need, but on request, we will tell you the type/s of equipment that you will or might need to take part in a session and we will tell you where or how you might obtain any such items of equipment.

All equipment that You will need will be at Your own cost.

3. Fitness, Health and Safety

(a) Any fitness training session ("Session") may be physically strenuous.

(b) Certain particular or series of exercises or activities may be unsuitable for

You if You have special needs, or any medical, health or fitness problem or condition.

(c) Due to the remote nature of online sessions, we do not undertake to and cannot attend, assist or advise or arrange for or alert any third party to do so, if during a Session you fall ill or have an accident.

(d) Access to any session and working with a trainer is on the basis that it is subject to the following:

- Our trainers are not medical or health professionals, and they do not have the expertise to diagnose medical conditions or impairments;
- Any advice provided by a trainer involved in a Session does not constitute medical advice and is not a substitute for advice provided by a medical professional;

You voluntarily participate in a session with full knowledge that even if a trainer involved in the session is not negligent there is an inherent risk of personal injury or illness arising from your participation in any exercise or activity and use of any equipment used by You;

• We will endeavour to provide the same trainer for each session within your subscription but we may from time to time need for various reasons to substitute another trainer for any one or more sessions, including where the trainer originally assigned to you is not available due to illness, personal reasons or any other reason resulting in our not being able to make him/her available to you.

(e) When you purchase any subscription, book, and participate in any session, that will be your confirmation that you have no health or fitness problems (including, but not limited to cardiac irregularities; spinal, bone, joint, tendon, or ligament injuries; spells of dizziness; asthma or other breathing difficulty; diabetes; epilepsy or other allergies) which may affect your participation in that or any other session comprised in any subscription that you have purchased or subsequently purchase.

(f) You will ensure that you are fit and well enough to participate in any session that you purchase and that you will at all times be responsible for your state of health, physical condition, and well-being.

(g) If you have any concerns about your fitness or health, you will seek appropriate medical advice from your GP, Physiotherapist or other relevant professional medical or other adviser before purchasing or participating in any Session.

(h) Where necessary, you must obtain clearance from a relevant professional medical or other adviser before you book or participate in any Session. We cannot and do not provide any such advice or clearance.

4. Advising Us about Your Health etc

When you purchase a subscription and [at least 48 hours] before you participate in any Session, we advise You to tell Us:

(a) Of any special physical needs, any issue relating to your health, fitness, or physical limitations of which you are aware, and any medical condition or ongoing medical treatment, which might be relevant to any activity to be undertaken at a session;

(b) Of any medical condition or if you are taking any medication which may affect Your ability to undertake any exercise or activities at a session or to use any equipment or facilities that you will or might use;

(c) Of any circumstances affecting your health which may be worsened by any exercise or activities at a session; and

(d) If you are pregnant, and if so whether you are in the first 3 months of your pregnancy. If you advise about the above, we will discuss with you any such matter that you tell us. We will then inform you if we decide at our discretion either:

- not to accept your order for a subscription because of that medical, health, or fitness issue or special need; or
- to accept your order, in which case you must act in accordance with any instructions provided by us relating to the issue, and we will be entitled to rely on Your confirmation set out at 3(f) above.

DISCLAIMER AND AGREEMENT OF TERMS OF SERVICE

I acknowledge that CD Fitness Coaching is an independent nutritional advisor and physique coach who has provided advice to me prior to commencement of participation in any cardiovascular, resistance training or diet, that such participation, training or diet could result in physical harm.

I freely and knowingly assume the risk in such programs and hereby waive any right, claim, or action against CD Fitness Coaching and release the company for any injury, illness, cost, expense or claim which I or anyone on my behalf might incur as a direct or indirect result of my participation in any program created by CD Fitness Coaching

CD Fitness Coaching is not responsible for any side effects which may result from the use of performance enhancing drugs. CD Fitness Coaching has confirmed that I must consult my doctor before taking any medications or supplements.

I acknowledge that CD Fitness Coaching is not a medical professional and should not be relied upon for medical advice. I acknowledge that any advice given by CD Fitness Coaching should not replace medical advice from a qualified medical professional.

I confirm that it is my responsibility to obtain advice from a qualified medical professional before making any decisions relating to health, fitness, nutrition, and the use of performance enhancing drugs.