

Terms and Conditions of use of The Fitness Function Limited Website and Facility

Pre-conditions to Use

If you set up an account with 'The Fitness Function' you are accepting and agree to be bound by and comply with these terms. If you do not accept the terms, do not use the site.

Amendment of terms

We, The Fitness Function, reserve the right to amend and change our terms and conditions of our facility at any time. As such we recommend that you check them regularly.

Liability waivers

By creating and holding an account with us at The Fitness Function, all client agree to the following Studio Liability Release:

In ticking the box below, I agree that The Fitness Function is no way responsible for the safekeeping of my general belongings while I attend class. I understand that the classes held at the Fitness Function may be physically strenuous and I voluntarily participate in them with the full knowledge that there is risk of personal injury, property loss or death. I agree that neither I nor my heirs, assigns or legal representatives will sue or make any other claims of any kind whatsoever against the Fitness Function or its clients for any personal injury, property damage or loss or wrongful death, whether caused by negligence or otherwise.

PAR-Q (The Physical Activity Readiness Questionnaire)

We require all of our clients to complete a PAR-Q to determine the safety or possible risk of exercising based on their answers to specific questions. These can be downloaded and printed off from the website. The Fitness Function requires a copy of this PAR-Q at our facility.

It is the duty of the client to keep us informed of any changes in their health whilst they are using the Fitness Function Facilities and services.

Payments

We will accept payments from the United Kingdom only.

Refund and Cancellation Policy

Booking **of** **Classes**
Classes can be booked via a client's account or by the Fitness Function team on request. Correct payment is required in order to book a class. No classes can be booked or 'held' without payment.

Cancellation of Classes & Personal Training

All classes and Personal training, require a 24 hours 'notice (from class start time) to cancel a class without charge. If less than 24 hours 'notice is given, the full class charge will apply.

No show to a class or personal training session will result in full payment being collected.

Notice to cancel a class

We as The Fitness Function reserve the right to cancel any class and change the type of class at any specified time.

We will try our very best to find a substitute teacher for any class if original teacher cannot teach for any reason. We will notify the class of this change and we will endeavour to do this a least one week prior to the class running.

However in exceptional circumstances we The Fitness Function may have to cancel the class at short notice. If this should happen then we will give you a credit for that particular class.

If account is in arrears

The client must settle their balance on account before any future bookings can be made.

Refunds

There will be no refunds. All courses of 5/10/15/20 sessions have a validity date of six months from when the block was purchased. Any sessions not used within the validity date will be lost.

Privacy Policy and Data Protection

We as The Fitness Function will not share or sell on any of our clients details to any other company or discuss client information with any other person than the client. Clients details will be used solely by The Fitness Function staff (instructors and front of house team) for the purpose of contacting clients about information relevant to class attendance and informing us about relevant health details. It is the duty of the Fitness Function to inform the Instructor of any health issues within the class which they are teaching to ensure that the class is delivered as appropriately as possible, for the health and safety of the class. The Instructors are bound to confidentially about any health issue of any client.

We hold your data on our secure online bookings system and a hard copy of this document is kept in our office file. It will be held until you request us to delete your personal information.

