

Green Gym Company UK Limited

Terms & conditions



PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. THEY ARE PART OF YOUR CONTRACT WITH THE COMPANY AND CONTAIN LEGAL OBLIGATIONS AND LIABILITIES OF THE HIRER

1. DEFINITIONS

In the Contract:

- "the Booking" means the booking by a Client of a Course, Service, Products;
- "the Booking Confirmation" means the written confirmation by the Company of a Booking made by telephone, facsimile or e-mail;
- "the Booking Form" means the form on the Company website www.greengymcompany.co.uk;
- "the Company" means Green Gym Company UK Limited;
- "the Contract" means the entire contract between the Company and the Client as contained in these Terms and Conditions, the Booking Form and any Booking Confirmation;
- "the Courses" means the Educational and Physical Training Courses, offered by the Company;
- "PT" means Personal Training;
- "BodyMOT" means comprehensive health check;
- "the Deposit" means the deposit paid by the Client at the time of Booking of 50% of the Price;
- "the Client" means the person or persons named on the Booking Form. In the case of more than one Client, Clients shall be jointly and severally liable under this Contract;
- "the Appointment" means the period between the date and time of commencement of Course, Product, Service and the date and time of completion of this;
- "the Price" means the price for the booking set out on the Booking Form and any Booking Confirmation;
- "the Terms and Conditions" means the terms and conditions set out below.
- "Working Day" means any week day (except Saturday and Sundays and public holidays in England and Wales)

2. BOOKING AGREEMENT

2.1 The Client acknowledges that no statement or representation, expressed or implied, which may have been made by or on behalf of the Company induced the Client to enter into the Contract and that any such statements or representations do not form part of the Contract.

2.2 A Booking is made in the name of the Client specified in the Booking Form or Gift voucher and is not transferable to another person.

2.3 The Company reserves the right to decline any Booking at its discretion.

2.4 Booking in advance is necessary to reserve a Course, PT or BodyMOT on specific dates and a Deposit of 50% of the Price must be paid at the time of Booking. The Company may at its discretion hold open places on Courses for a maximum of two (2) Working Days but if payment has not been received by the end of the agreed period the places will cease to be held open.

3. UNSUITABLE CLIENTS

3.1 The Client must be physically fit and a medical questionnaire approved by the Green Gym Company UK Ltd.

3.2 The Company at its discretion may allow minors under the age of 18 years old to participate in Courses provided they are authorised and supervised by a parent or legal guardian.

3.3 The Company reserves the right to refuse to allow any Client, who in its opinion fails to meet these criteria to attend a Course, BodyMOT or PT.

3.4 Where a Course, PT or BodyMOT is occupied by a group, the Client must provide on the Booking Form full details of all persons in their party.

3.5 The Company may at its discretion cancel any Bookings made in contravention of Clauses 3.1 to 3.4 before or at the start of the Appointment. In this event, the Company shall be entitled to retain any Deposit and any balance of payment will remain due unless the Company is able to re-let. If the Company is able to re-let, (and provided that the Client is not in breach of any other conditions) the Deposit shall be refunded, the Client will remain liable for an administration fee.

3.6 The Company may at its discretion cancel the Booking and refuse to allow any Client or group to participate in a Course, BodyMOT or PT who in its opinion is not suitable, on the grounds of age, ill-health, inexperience, suspected influence of alcohol or drugs, irresponsible behaviour, abusive behaviour or any reason that may affect the safety of any person, or the commercial interests of the Company.

3.7 If a Booking is cancelled pursuant to Clause 3.6 the Company shall retain the Deposit and a pro-rata fee for the duration of the Course, BodyMOT, PT.

3.8 Occasionally authorised parties may carry out photography and/or video recording. You agree that we may use these images in advertising, promotional or publicity material in any format whatsoever. You further agree that copyright rests with such authorised parties.

4. CANCELLATIONS AND CHANGES

4.1 The Contract may not be cancelled or amended except as provided in these Conditions and Terms.

4.2 Cancellation of a Booking must be notified at least fourteen (14) Working Days prior to the Period of Hire.

4.3 In the event of cancellation by the Client of a Booking over 14 Working Days before the Appointment, the Client shall be entitled to a full refund of any Deposit paid. If the Booking is cancelled between seven (7) and fourteen (14) Working Days before the Period of Hire the Client shall be entitled to be refunded 50% of the Deposit. If the Booking is cancelled less than seven (7) Working Days before the Appointment, the Company shall not offer a refund, (unless the cancellation is due to a medical condition authorised by a medical professional).

4.4 In the event of adverse weather conditions, including floods, storms, strong winds or unforeseen circumstances, including technical problems, mechanical failure, shortage of water, preventing the conducting of a Course, PT, BodyMOT, the Company shall offer a full refund of the price if alternative dates are not agreed with the Client.

4.5 In the event of cancellation of a Booking during the Appointment due to any of the circumstances listed in Clause 4.4 arising, the Company shall offer a reasonable refund based on the proportion of the Course, PT, BodyMOT completed.

Continued on page 2:-

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Green Gym Company UK Ltd, Managing Director: Jo Rainsley, e: greengymcompany@btinternet.com

Green Gym Company UK Limited, Terms & Conditions cont.

4.6 Where a gift certificate has been purchased it may be used by the named bearer only. In the event that no bearer is indicated, the registered owner indicated during the booking process may only utilise this certificate. The Company holds the right to withdraw or refuse the use of any gift certificate if its ownership is questionable or in a breach of Clause 3.6

5. PRICE AND PAYMENT

5.1 Neither the Booking Form nor the Booking Confirmation is a VAT invoice.

5.2 The Company reserves the right to regularly review and amend the Price of the Courses, displayed on the Booking Form, advertising material and on the websites of the Company at www.greengymcompany.co.uk www.greengymgear.co.uk

5.3 Any written quotations given to prospective Clients shall be valid for thirty (30) days from the date of enquiry.

5.4 At the time of Booking, a Deposit of 50% of the Price for the Course, PT, BodyMOT must be paid by the Client.

6. MAINTENANCE

6.1 The Company undertakes regular checks of the equipment used for Courses, Tuition, PT, BodyMOT before its Appointment in accordance with the manufacturers' recommendations.

6.2 In the event of equipment suffering malfunction, breakage or break-down the Company shall take all reasonable steps to enable the completion of the Course, PT, BodyMOT.

6.3 The Company shall not be liable for any consequential loss or damage that the Client(s) may suffer as a result of such a breakdown, breakage, malfunction. Subject to Clause 4, any refunds are at the Company's discretion.

7. INSURANCE

7.1 The Company insures the Trainers, all its employees' and its equipment and inventory against public liability risks. The Company's insurance does not cover personal accidents or loss or damage to personal effects. Clients are advised to take out their own personal insurance cover.

8. USE OF CLIENTS EQUIPMENT/FACILITIES

8.1 A maximum of two (2) Clients are allowed on a PT, BodyMOT and twenty (20) Clients for Courses, not including the Company's qualified Trainer or Physiotherapist respectively.

8.2 Where a Course, BodyMOT, PT is being given on equipment or at a facility not owned by the Company the Client shall indemnify the Company and all its employees in respect of all costs, claims, expenses and demands which it may suffer or incur and which arise directly or indirectly out of the use of the equipment and/or facility during the Appointment. The Client confirms that the equipment is functioning, has been regularly serviced in accordance with the manufacturers' recommendations, full insurance is in place for the period of the Appointment and all appropriate safety equipment is in place in the facility.

9. LIABILITY

9.1 The Company shall not accept any liability for death, personal injury, damage, expense or loss of any nature whatsoever sustained by any Client, other than in the case of proven negligence of the Company or its employees.

10. CLIENT'S PROPERTY

10.1 Vehicles may be left in the suggested car park at the owner's risk. The Company will be under no liability for any loss of, or damage to vehicles or contents of the Client's or other people's property, on the chosen location or elsewhere, or howsoever caused, except by the Company's negligence or the negligence of those for whom the Company is responsible. Clients are particularly advised not to leave any valuable or portable items in any vehicles.

11. BREACH

In the event that the Client commits any breach of this Contract the Company shall be entitled but without prejudice to any other rights or remedies which it may have, to terminate the Course, PT, BodyMOT without notice, and to make a reasonable charge for time spent. No right of the Company shall be waived except in writing by a duly authorised representative of the Company.

12. LAW

The Contract shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.

Ends.

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