



Terms & Conditions Exercise Classes

Overview

1. Inside Out Health Ltd, registered address: Bridge House, Bridge End, Wadebridge, PL27 6DA.
2. Inside Out Health Ltd provides small exercise classes at the Inside Out Health & Wellbeing Clinic
3. Inside Out Health Ltd provides exercise classes for clients with the aim of supporting them to develop body awareness, strength, flexibility and improve fitness levels.
4. Inside Out Health Ltd offers one to one or small group exercise sessions with the aim of supporting clients of all ages and fitness levels.

Payment Terms

10. Inside Out Health Ltd offers the following payment terms for sessions; payment for programmes of 6 sessions (“a programme”)

10.1. The cost of each session is covered when booking a programme.

10.1.1 Payment for each programme must be made before beginning the class.

10.2 Six session programmes offered through inside Out Health Ltd are non refundable.

10.2.1 When a six session programme is purchased, the client has six months to complete the 6 sessions programme from date of purchase.

10.2.2 All 6 sessions of the programme need to be attended. If it is necessary to cancel a attendance at least 24 hours notice or there may be a charge incurred. If a client cancels a session with at least 24 hours notice then this session can be used at a later date subject to availability.

10.2.3 If a client books a session but does not attend without notifying the clinic of any cancellation, he or she will not be refunded or entitle to book a another session in place of the missed without notification.

10.2.4 The programme of 6 sessions is non-refundable, but in the event that a client cannot complete the program due to illness or injury, the remaining sessions can be either booked in on alternative dates or gifted to a third party, with the written consent of Inside Out Health Ltd. In this event, the client must notify Inside Out Health Ltd in writing.

10.2.5 The Client will be unable to assign or transfer the program subscription to a third party without the prior written consent of inside Out Health Ltd. The client must email info@insideouthealth.uk.com to request such transfer.

10.2.6 Should the client wish to gift their programme, the client must give notice in writing providing the full name and address and contact details of the third party. The third party must enrol in the programme and complete the relevant health questionnaires. Inside Out Health Ltd shall then advise in writing as to whether it consents to the assignment as soon as reasonably practicable.

10.2.7 Inside Out Health Ltd reserves the right to refuse an assignment to a third party, should the third party be deemed unfit to attend for any medical or other reason. If the Client is required to cancel a programme due to Inside Out Health Ltd’s refusal to consent to the assignment to a third party then the client has the option of using the remaining programme at a later date themselves (within 6 months) or cancelling the programme. In the event of cancellation no refund will be issued.

10.2.8 In the event that the client or third party does not complete the full 6 sessions of the programme within 6 months from the date that the programme is purchased / gifted, the programme will expire and there will be no refund.

10.3 Inside Out Health Ltd reserves the right to cancel any sessions. If Inside Out Health Ltd cancels a session there will be no charge to any clients booked in and arrangements will be made to reschedule the cancelled session at a later date.

10.3.2 When a Client signs up to Inside Out Health Ltd and commences paying for sessions in any of the forms mentioned above he or she automatically agrees to the terms and conditions set out herein.

Health & Safety

11. Before attending any exercise sessions with Inside Out Health Ltd it is a requirement that the Client register and fill out the supplied health questionnaire. All injuries, medical conditions or pregnancies, past and present, must be disclosed in these forms.

11.1 A failure to complete these forms will result in the Client being refused permission to participate in any of the exercise sessions offered by Inside Out Health Ltd until such time as the forms are completed and a health assessment is carried out by a GP (if required).

11.2 If the client responds in the affirmative on two or more questions within the supplied health questionnaire, the Client will not be permitted to attend sessions at Inside Out Health Ltd, until such time as the Client is contacted by a representative from Inside Out Health Ltd who will then carry out a formal assessment and determine whether a GP's letter is required prior to exercise.

11.2.1 In the event that a letter from the Client's GP is required prior to exercise, the Client will not be permitted to engage in the activities of Inside Out Health Ltd until such time as the letter is provided to the required representative and consent given by Inside Out Health Ltd.

11.3 It is the Client's responsibility to inform Inside Out Health Ltd in writing of any health issues, injuries or pregnancy that may render the Client unsuitable for or unable to participate in one or more of the activities carried out by Inside Out Health Ltd.

11.3.1 Upon participating in a session it is the Client's responsibility to fully disclose to his or her class instructor any health issues or medications that are relevant to participation in an exercise program. The Client must inform the class instructor if there are activities with which the Client does not feel comfortable, to cease exercise and report promptly any unusual feelings (e.g. chest discomfort, nausea, difficulty breathing, apparent injury, etc.) to the trainer. If the client reports any unusual or uncomfortable symptoms it may be necessary to clear the Client's participation in any exercise programme with a physician, before continuing the program.

11.3.2 Whilst authorised representatives of Inside Out Health Ltd will endeavour to the best of their abilities to determine safe and alternative exercises based on the health, fitness and ability of its clients, if Inside Out Health Ltd assesses that a Client's health or safety is at risk, or that a Client has failed to disclose any relevant health information in accordance with these conditions, Inside Out Health Ltd may at its absolute discretion withdraw the Client from any or all of its activities.

11.3.2 In the event that a Client provides false or misleading information about any pre-existing health conditions or injuries and knowingly compromises his or her own health and safety and/or places Inside Out Health Ltd and/or the Client at risk, that Client shall be indefinitely suspended from Inside Out Health Ltd and any sessions, blocks, subscriptions or courses shall be non-refundable.

Liability and Waiver

12. The Client understands that attending any activity or service provided by Inside Out Health Ltd involves some level of risk. These risks include but are not limited to physical injury or even death. By attending any activity or service provided by Inside Out Health Ltd the Client agrees to assume these risks and agrees to release and discharge Inside Out Health Ltd and owners and employees from any and all claims for liability.

12.1 Inside Out Health Ltd holds no liability whatsoever for any injuries past or present. When attending sessions the client accepts and acknowledges that no exercise programme is without inherent risks and that, regardless of the care taken by the exercise instructor, he or she cannot guarantee the client's personal safety.

12.2 The Client agrees to and shall abide by any rules or instruction laid down by Inside Out Health Ltd in regards to safety or proper practice.

12.2.1 In the event that a Client is found to not to be following the rules or instructions provided by Inside Out Health Ltd and/or its authorised representatives he or she shall be given a verbal warning.

12.2.2 If, despite being given a verbal warning the Client continues to put themselves at risk and or not follow instructions provided by Inside Out Health Ltd and/or its authorised representatives, the Client shall be provided with a further final written warning.

12.2.3 If, despite the written warning, the Client continues to fail to adhere to and abide by the instructions given by Inside Out Health Ltd or its authorised representatives the Client will be suspended from Inside Out Health Ltd without further notice and will not be permitted to participate in any and all of the activities of Inside Out Health Ltd until such time as written consent is provided to the Client by Inside Out Health Ltd

Conduct Generally

14. The client must refrain from any illegal act or any conduct, which may may offend or cause danger or damage to any person or property. If Inside Out Health Ltd or any of its staff, become aware of any such action then Inside Out Health Ltd staff, may at their absolute discretion have the Client immediately extracted from the property without refund. Inside Out Health Ltd will have no liability to the Client in such circumstances.

14.1 The Client shall not at any time during or after the term use information gained from Inside Out Health Ltd for commercial purposes or financial gain, nor divulge personal information of other clients at Inside Out Health Ltd.

Laws and Effect

15. A person who is not a party to this agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this agreement.

16. These terms and conditions shall be governed and construed in accordance with English law and the parties shall submit to the nonexclusive jurisdiction of the English courts.