

TERMS AND CONDITIONS

Please read all these terms and conditions.

As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with. If you are not sure about anything, just email us on adriana@trinityfit.uk.

Application

1. These Terms and Conditions will apply to the purchase of the services by you (the **Customer**).
2. We are Trinity Fit a company registered in England and Wales under number 1823662 whose registered office is at 92 Tottenham Lane, London, N8 7EE with email address info@trinityfit.uk; (the **Supplier** or **us** or **we**).
3. These are the terms on which we sell all Services to you. By ordering any of the Services, you agree to be bound by these Terms and Conditions.

Interpretation

4. **Consumer** means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession;
5. **Contract** means the legally-binding agreement between you and us for the supply of the Services;
6. **Location** means the Supplier's premises or other location where the Services are to be supplied, as set out in the Order;
7. **Goods** means any goods that we supply to you with the Services, of the number and description as set out in the Order;
8. **Order** means the Customer's order for the Services from the Supplier as set out overleaf;
9. **Services** means the services, including any Goods, of the number and description set out in the Order.

Services

10. Your membership starts from the day you set your first payment.
11. The description of the Services and any Goods is as set out in our website, catalogues, brochures or other form of advertisement. Any description is for illustrative purposes only and there may be small discrepancies in size or colour of any Goods supplied.
12. In the case of Services and any Goods made to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate.
13. All Services are subject to availability.
14. We can make changes to the Services, which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes.

Customer responsibilities

15. You must co-operate with us in all matters relating to the Services, provide us and our authorised employees and representatives with access to any premises under your control as required, provide us with all information required to perform the Services and obtain any necessary licences and consents (unless otherwise agreed).
16. Failure to comply with the above is a Customer default, which entitles us to suspend performance of the Services until you remedy it or if you fail to remedy it following our request, we can terminate the Contract with immediate effect on written notice to you.
17. To the best of your knowledge and belief you are in good health and not knowingly incapable of engaging in either active or passive exercise and that such exercise would not be detrimental to your health, safety, comfort, wellbeing or physical condition. Further, that you will advise us immediately should your circumstances change.

Basis of Sale

18. The description of the Services and any Goods in our website, catalogues, brochures or other form of advertisement does not constitute a contractual offer to sell the Services or Goods.
19. When an Order has been made, we can reject it for any reason, although we will try to tell you the reason without delay.
20. A Contract will be formed for the Services ordered, only upon the Supplier sending an email to the Customer saying that the Order has been accepted or, if earlier, the Supplier's delivery of the Services to the Customer.
21. Any quotation or estimate of Fees (as defined below) is valid for a maximum period of 1 day from its date, unless we expressly withdraw it at an earlier time.
22. No variation of the Contract, whether about description of the Services, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.
23. We intend that these Terms and Conditions apply only to a Contract entered into by you as a Consumer. If this is not the case, you must tell us, so that we can provide you with a different contract with terms which are more appropriate for you and which might, in some respects, be better for you, e.g. by giving you rights as a business.
24. There may be occasions where we have to close all, or part of, the studio. We will do our best to let you know of such closures in advance of them taking place, unless the problem is urgent or an emergency. We will use all commercially reasonable endeavours to ensure that such closures are outside of training hours and are kept to a minimum, in both duration and frequency. You will not be entitled to a refund of part of, or all of, your membership fees in such circumstances.
25. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms that is caused by any event that is outside of our reasonable control.

Fees and Payment

26. The fees (Fees) for the Services, the price of any Goods (if not included in the Fees) and any additional delivery or other charges is that set out in our price list current at the date of the Order or such other price as we may agree in writing. Prices for Services may be calculated on a fixed fee or on a standard rate basis.
27. Fees and charges include VAT at the rate applicable at the time of the Order.
28. You must pay by submitting your credit or debit card details with your Order and we can take payment immediately or otherwise before delivery of the Services. If BACS payments were agreed you need set the transfer min 3 working days prior to the Services.

29. All Services and Orders are non-refundable. Refunds could be only discussed if special circumstances occurred (section **termination and suspension**).

Automatic Renewal

30. The Contract continues as long as it takes us to perform the Services.
31. Once you have completed the Minimum No. of Direct Debit Payments we will automatically continue collecting the Direct Debit Payment Amount every month. Your membership will be extended by one month for each payment ("Renewal Period"). This renewal Direct Debit payment amount may only be amended if we advise you in writing giving not less than 7 days notice. Please note if your membership included the benefit of a free period then we will stop making collections during that free period and recommence making collections on the renewal date.
32. You may prevent the Automatic Renewal at any time by sending notice to info@trinityfit.uk (you should give us not less than 7 days notice). When the final minimum period payment has been taken you should also cancel your Direct Debit mandate directly with your bank.

Withdrawal

33. You can withdraw the Order by telling us before the Contract is made, if you simply wish to change your mind and without giving us a reason, and without incurring any liability.

Conformity and Guarantee

34. We will supply the Services with reasonable skill and care.
35. In relation to the Services, anything we say or write to you, or anything someone else says or writes to you on our behalf, about us or about the Services, is a term of the Contract (which we must comply with) if you take it into account when deciding to enter this Contract, or when making any decision about the Services after entering into this Contract. Anything you take into account is subject to anything that qualified it and was said or written to you by us or on behalf of us on the same occasion, and any change to it that has been expressly agreed between us (before entering this Contract or later).

Termination and suspension

36. Either you or we may terminate the Contract or suspend the Services at any time by a written notice of termination or suspension to the other if that other:
- commits a serious breach, or series of breaches resulting in a serious breach, of the Contract and the breach either cannot be fixed or is not fixed within 30 days of the written notice; or
 - is subject to any step towards its bankruptcy or liquidation.
 - in the event of an illness, injury or medical condition which in the written opinion of a doctor or other suitably qualified medical practitioner prohibits exercise for 3 months or longer upon appropriate proof being provided.
 - provides appropriate proof of redundancy from employer or other loss of livelihood.
 - become pregnant upon the appropriate written proof being given.

Please note – ANY Termination for the above reasons will not be effected until the appropriate proof is provided and received (in writing or via email) by Trinity Fit.

37. On termination of the Contract for any reason, any of our respective remaining rights and liabilities will not be affected.
38. This agreement (classes packages and ReShape programmes only) may be suspended in the event of a temporary illness, injury or medical condition which in the written opinion of a doctor or other suitably qualified medical practitioner prohibits exercise for a period of time.

Please note – ANY suspension will not be effected until the appropriate proof is provided and received (in writing or via email) by Trinity Fit. Please note – A suspension period does not affect the 3 installments of Direct Debit Payments you are due to make and any payments remaining at the time of the suspension will remain due and recommence on a monthly basis once the suspension period has completed.

39. We may assign the benefit of this agreement and our rights thereunder to a third party on notice to you. Your rights under this agreement will not be prejudiced. You may transfer your membership to another person provided that such person signs an agreement with us and accepts the balance of any remaining Minimum No. of Direct Debit Payments.

Privacy

40. Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation with regard to your personal information.
41. These Terms and Conditions should be read alongside, and are in addition to our policies, including our privacy policy and cookies policy which can be found on our website www.trinityfit.uk.
42. For the purposes of these Terms and Conditions:
 - 'Data Protection Laws' means any applicable law relating to the processing of Personal Data, including, but not limited to the Directive 95/46/EC (Data Protection Directive) or the GDPR.
 - 'GDPR' means the General Data Protection Regulation (EU) 2016/679.
 - 'Data Controller', 'Personal Data' and 'Processing' shall have the same meaning as in the GDPR.
43. We are a Data Controller of the Personal Data we Process in providing the Services and Goods to you.
44. Where you supply Personal Data to us so we can provide Services and Goods to you, and we Process that Personal Data in the course of providing the Services and Goods to you, we will comply with our obligations imposed by the Data Protection Laws:
 - before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected;
 - we will only Process Personal Data for the purposes identified;
 - we will respect your rights in relation to your Personal Data; and
 - we will implement technical and organisational measures to ensure your Personal Data is secure.
45. For any enquiries or complaints regarding data privacy, you can contact our Data Protection Officer at the following e-mail address: adriana@trinityfit.uk.

Successors and our sub-contractors

46. Either party can transfer the benefit of this Contract to someone else, and will remain liable to the other for its obligations under the Contract. The Supplier will be liable for the acts of any sub-contractors who it chooses to help perform its duties.

Circumstances beyond the control of either party

47. In the event of any failure by a party because of something beyond its reasonable control:
- the party will advise the other party as soon as reasonably practicable; and
 - the party's obligations will be suspended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect the Customer's above rights relating to delivery.

Excluding liability

48. We do not exclude liability for: (i) any fraudulent act or omission; or (ii) death or personal injury caused by negligence or breach of the Supplier's other legal obligations. Subject to this, we are not liable for (i) loss which was not reasonably foreseeable to both parties at the time when the Contract was made, or (ii) loss (eg loss of profit) to your business, trade, craft or profession which would not be suffered by a Consumer - because we believe you are not buying the Services and Goods wholly or mainly for your business, trade, craft or profession.

Governing law, jurisdiction and complaints

49. The Contract (including any non-contractual matters) is governed by the law of England and Wales.
50. Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of Scotland or Northern Ireland respectively.
51. We try to avoid any dispute, so we deal with complaints as follows: If a dispute occurs customers should contact us to find a solution. We will aim to respond with an appropriate solution within 24 hours.