

Terms and Conditions

1. Scope of Terms and Services

1.1 Scope: These terms and conditions govern the provision of services by Trinity Fit Limited ("we" or "us") to you.

1.2 Services: "Services" refer to the training, coaching, and related offerings you purchase, including but not limited to:

- (a) Personal Training – one-to-one or one-to-two sessions with a trainer at Trinity Fit, with nutritional advice;
- (b) Virtual Training – one-to-one or one-to-two sessions with a trainer online, with nutritional advice;
- (c) Group Training – group sessions with a T.F. trainer;
- (d) Online Personal Training – one-on-one coaching via distance communications;
- (e) Home/Gym Programs – training programs and nutritional guidelines via distance communications.

Reference to a "Session" in these terms means an individual Personal Training, Group training, or Virtual Training session.

1.3 Reading the Terms: Please carefully review these terms before submitting your order. They provide essential information about who we are, how services will be provided, contract changes, problem resolution, and other important details.

2. Contact Information

2.1 Our Identity: Trinity Fit Limited, registered in England (registration number 810289143), with the address at 92 Tottenham Lane, London, N8 7EE.

2.2 Contacting Us: Reach us at 078 177 48376 or via email at accounts@trinityfit.uk.

2.3 Communication: We may contact you by phone, call, WhatsApp, or in writing via the email or postal address provided in your order. "Writing" includes emails.

3. Formation of Contract

3.1 Order Acceptance: We accept your order and form a contract when we notify you in writing (usually via email) that we can provide the Services.

3.2 Order Rejection: If unable to accept your order, we'll inform you promptly, explaining the reason, and no charges will apply.

4. Physical Activity Readiness Questionnaire (PARQ)

4.1 Confirmation: By confirming you've honestly completed the health questionnaire, you acknowledge our right to refuse or cease Services based on incomplete or inaccurate information, posing safety concerns.

5. Health and Safety

5.1 Understanding: Acknowledge that nutritional guidance targets body composition, not medical concerns. Services carry inherent physical injury risks.

5.2 Confirmation: Confirm your fitness for Services and commit to updating us about health changes. Seek professional medical advice before starting Services.

5.3 Advice Limitation: Our advice pertains to exercise and nutrition for body composition, not a substitute for medical consultation.

6. Your rights to make changes

6.1 If you wish to make a change to the Services you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the Services, the timing of the Services or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

7. Our rights to make changes

7.1 Minor changes to the services. We may change the Services:

- (a) From time to time we may need to make changes to your allocated trainer;
- (b) to reflect changes in relevant laws and regulatory requirements;
- (c) to implement minor adjustments and improvements; and
- (d) if your medical and health situation changes to an extent that requires amendments to the Services.

8. Providing the Services

8.1 When we will provide Sessions. When we confirm your order by email we will confirm the number of Sessions you have purchased (if applicable) and the dates by which those Sessions should be used. If you do not use the Sessions within the specified timeframes, we are under no obligation to provide you with alternative Sessions.

8.2 When we will provide Services other than Sessions. Where you have purchased Services from us that do not involve Sessions, we will notify you in writing of the expiry date for the Services, if applicable. If you do not use the Services within the specified timeframes, we may agree to an extension to enable you to use the Services but we are under no obligation to do so. If you have purchased Online Personal Training or Group Sessions Services from us, your subscription will commence on the day you make your first payment. Subscriptions are ongoing and payment will be taken from you on a rolling basis, as confirmed in our email to you. Subscriptions may be cancelled by emailing accounts@trinityfit.uk, in which case your subscription will end at the end of the current billing period. We will provide a refund for any unused part of the Service for Online Personal Training in line with the following terms:

1-month subscription – As the majority of the service has been provided to you up front, no refund will be provided.

3-month subscription – Our policy is that 90% of the service is considered provided when your subscription commences, 95% of the service is provided from the date your subscription commences to the end of month 2, 100% of the service is provided from the date your subscription commences to the end of month 3. This means, a refund can only be issued in line with the above service provision. 7 days' notice must be provided ahead of the billing date.

PT packages – 100% of the invoice which is going to be emailed to you needs to be paid upfront unless both parties agree on payments in instalments. Service is booked and confirmed with your assigned Personal trainer individually. Refunds are only issued upon health condition and doctor notice. If you are not pleased with your Personal Trainer we will assign you to a different one.

For our Group classes service, which is paid upfront for chosen packages we don't provide refunds and each package has different expiry date so please read confirmation of purchase on our PushPress app.

8.3 For Sessions related Services, we reserve the right to refuse to provide the service if you have not made payment.

8.4 For Services other than Sessions, we may also suspend the Services if you do not pay. If you do not pay us for the Services when you are supposed to (see clause 12.2 and 12.3) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend provision of the Services (including, where relevant, suspension of your subscription) until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Services. We will not charge you for the Services during the period for which they are suspended.

8.5 We are not responsible for delays outside our control. If our performance of the Services is affected by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this, and subject to section 13.2, we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Services you have paid for but not received.

8.6 Availability of facilities used as part of the Services. We cannot guarantee that all the facilities at T.F. gym are available at all times. They may be unavailable due to maintenance issues or due to equipment breakdown.

Subject to clause 13.2, we do not have to pay you compensation for any service, facility or equipment being unavailable.

8.7 Reasons we may suspend the Services. We may have to suspend the Services to:

- (a) deal with problems with facilities or equipment;
- (b) update the Services to reflect changes in relevant laws and regulatory requirements; or
- (c) make changes to the Services as requested by you or notified by us to you.

8.8 Your rights if we suspend the services. We will contact you in advance to tell you we will be suspending the services unless the problem is urgent or an emergency.

9. Your rights to end the contract

9.1 For Sessions related Services, you can always end the contract after the order has been accepted but before the Services have been paid for. You may contact us at any time to end the contract for the Services before the first payment is due in accordance with clause 12.1, but in some circumstances we may charge you certain sums for doing so, as described in clause 10.3.

9.2 What happens if you have good reason for ending the contract. If you are ending the contract for a reason set out at (a) to (d) below the contract will end immediately and we will refund you in full for any Services which have not been provided or have not been properly provided. The relevant reasons are:

- (a) we have told you about an upcoming change to the Services or these terms which you do not agree to, this does not include any minor change described in clause 7.1;
- (b) we have told you about an error in the price or description of the Services you have ordered and you do not wish to proceed;
- (c) there is a risk the Services may be significantly delayed because of events outside our control; or
- (d) you have a legal right to end the contract because of something we have done wrong.

9.3 What happens if you cancel Sessions. We reserve the right to charge you for any booked Session which is cancelled with 24 hours' notice or less or which you do not cancel and fail to attend. To avoid incurring a charge, we will need written, printable proof that a booked Session was cancelled with more than 24 hours' notice. If you are a member of the 60 Club (our exclusive club for individuals who have purchase more than 60 Sessions), we reserve the right to charge you for any booked Session which is cancelled with 24 hours' notice or less, or which you do not cancel and fail to attend. To avoid incurring a charge, we will need written, printable proof that a booked Session was cancelled with more than 24 hours' notice.

9.4 Failing to attend a Session. If you fail to attend Sessions or to contact your T.F. trainer for a period of 30 days or more, we reserve the right to charge you 50% of the purchased package.

10. Our rights to end the contract

10.1 We may end the contract if you break it. We may end the contract at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due – please see section 12.2 and 12.3 for further information;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Services, for example, completion of the health questionnaire; or
- (c) you do not use the Services by the expiry dates notified to you in writing as explained in more detail in sections 8.1 and 8.2 above.

10.2 We may stop providing the Services. We may write to you to let you know that we are going to stop providing the Services. We will let you know at least 14 days in advance of our stopping the Services and will refund any sums you have paid in advance for Services which will not be provided. In exceptional circumstances, at our discretion, we reserve the right to stop providing Services with immediate effect.

10.3 We may charge you an administration fee for refunding your Personal Training sessions. If U.P. agrees due to extraordinary circumstances to cancel your sessions you will be refunded what remains on your client account less an administration charge of £30.00 GBP. This does not supersede 9.3 above, any sessions not cancelled within 24 hours will be charged in full.

11. If there is a problem with the services

11.1 How to tell us about problems. If you have any questions or complaints about the services, please contact us. You can contact us by telephoning 07817748376 or by emailing us at accounts@trinityfit.uk.

11.2 Nothing in these terms will affect your legal rights.

12. Price and payment

12.1 Where to find the price for the Services. For Sessions related services, we will notify you in writing (usually by email) of the price payable for the Services as well as the date on which the first payment is due (the "Initial Due Date"). The price we quote to you will be valid until the Initial Due Date. If we have not received payment by the Initial Due Date, the price of the Services may change.

12.2 Where to find the due date for payment for Sessions. When we send you the confirmation email of your package, we will also confirm the autopayment instalments frequency, where applicable. The recurring payments will be collected based on Session usage. We reserve the right to pause future training if the payment fails. We will contact you to inform you if this is the case.

12.3 Where to find the due date for payment for Services not involving sessions. At the point of signing up with us, your first payment date is defined by the date you make payment to us. This date will become your monthly recurring payment date after your initial contract has ended. If we do not receive one or more of the payment instalments from you, we will notify you and require you to make such payment within 7 days of the date of our notification. If we do not receive payment in full and cleared funds from you of the outstanding amount within the 7 day period, we shall be entitled to cease providing Services to you and/or to end our contract with you.

12.4 Variation of price between Services. The price of the Services may vary depending on the T.F. trainer who provides the Services to you. If you purchase additional Services, the price for such Services may vary from the price quoted and/or paid for your previous purchase of Services.

12.5 Changes to pricing on Online Personal Training. We may change our subscription plans and the price of our service from time to time; however, any price changes or other changes to your subscription will be applied no earlier than 30 days following notice to you. You will have the opportunity to cancel your subscription before the change takes effect.

12.6 Discounts. We may provide discounts at our sole discretion. Any discount will be confirmed in writing to you.

12.7 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the Services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the Service's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the Service's correct price at your order date is higher than the price stated, we will contact you for your instructions before we accept your order.

12.8 What to do if you think an incorrect payment has been taken from your account. If you think an incorrect amount has been taken from your account by direct debit, please contact us promptly to let us know.

13. Our responsibility for loss or damage suffered by you

13.1 We are not responsible to you for any loss or damaged items which might occur during training. You are fully responsible to keep your belongings safe.

13.2 We are not liable for business losses. If you use the Services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity

14. How we may use your personal information

14.1 How we will use your personal information. We will use the personal information you provide to us to:

- (a) provide the Services;

- (b) process your payment for such Services; and
- (c) if you agreed to this during the order process, to inform you about similar products and services that we provide, but you may stop receiving these communications at any time by contacting us.

14.2 The terms of our privacy policy apply to all personal data we process as a result of providing Services to you.

15. Other important terms

15.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 3 months of us telling you about it and we will refund you any payments you have made in advance for Services not provided.

15.2 Your transfer of rights. You may only transfer your rights or your obligations under these terms to another person with our written consent.

15.3 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

15.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

15.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of you breaking this contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.

15.6 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.