



WITTERINGS FITNESS TERMS OF SERVICE

Witterings Fitness agrees to provide health and fitness coaching services in order to help you (hereafter referred to as the Member) improve your long-term health and fitness. The agreement is between you the Member and The Fitness Masters Ltd (trading as Witterings Fitness), hereafter referred to as the 'Coach' (or 'Coaches').

Description of Coaching

Coaching is a partnership (defined as an alliance, not a legal business partnership) between the Coach and Member and will require you to engage with messages, coaching check-ins and training sessions. Coaching services will be delivered by the Coach to the Member through various programmes, hereafter referred to as, the Programme.

1) Coach-Member Relationship

- A. The Coach agrees to uphold the Witterings Fitness ethos and standards of behaviour.
- B. The Member agrees to provide third party contact details in case of emergency. Where the Member is training online (off-premises) outside of the UK, the Member agrees to provide details of the relevant local emergency services and the address at which they, the Member, are training.
- C. The Member takes sole responsibility for their physical, mental and emotional wellbeing, decisions, choices, actions and results arising from the coaching alliance. As such, the Member agrees that the Coach is not and will never be liable for, or responsible for, any action or inaction, taken as a result of direct or indirect services provided by the Coach.
- D. The Member Understands that the coaching alliance does not involve the diagnosis of, or treatment for mental disorders, and that the coaching alliance is not a substitute for counselling, psychotherapy, psychoanalysis, mental health care, substance abuse treatment, or other professional advice by legal, medical or other suitably qualified professionals. It is the Member's responsibility to seek out independent professional guidance as needed.
- E. The Coach does not prevent, cure, or treat medical diseases. The Member must make the Coach aware of any such conditions and/or medications prior to commencement of the Programme or immediately as they arise during the Programme. If the Member is currently under the care of a medical professional, it is recommended that the Member promptly informs the medical care provider of the nature and extent of the coaching alliance as agreed upon by the Member and the Coach.
- F. The Member acknowledges that the coaching alliance is a comprehensive process that may necessitate discussion of their life, not limited to; their work, finances, health, relationships, education and recreation. The Member agrees that in deciding how to handle these issues, and incorporating coaching principles to implement action in any of these areas is the exclusive responsibility of the Member.

- G. The Member agrees to communicate honestly, be open to feedback and assistance, and to provide the time and energy necessary to fully participate in the Programme.
- H. In the process of coaching correct technique, the Coach may physically touch and reposition the Member.
- I. The Coach is available to the Member by email (team@witteringsfitness.com) and in-app message between 09:00-17:00 Monday-Friday. The Witterings Fitness social media groups are to be used for general communications and community engagement, rather than direct messages to the Coach relating to the Member specifically. The Coach endeavours to reply within 24-hours of receipt of the communication from the Member. The Member is not to contact the Coach, or expect a reply, outside of these working hours, and is to respect the private 'downtime' of the Coach.
- J. The Member understands that the Programme's deliverance of results is dependent upon Member attendance, effort and enthusiasm. All reasonable steps will be taken by the Coach to help the Member deliver results. At the request of the Member, The Coach may make themselves available to deliver coaching outside of the Programme, at an additional charge to the Member. The Coach is not to be coerced by the Member to work outside of Witterings Fitness.
- K. The Member enters into a coaching alliance and follows the Programme for a period of time, defined in weeks, and is not purchasing nor is automatically entitled to, a specific number of coaching sessions.
- L. The Coaching Agreement may be terminated at any time by the Member or the Coach, subject to the procedures for termination of the Coaching Agreement, outlined below.

2) Schedule and Fees

- A. This coaching agreement is valid as of the date of signing and the Programme will commence on the agreed start date.
- B. If rates change before this agreement has been signed and dated, the prevailing rates will apply.
- C. The Member cannot retrospectively request to pause or extend the Programme as a result of illness, injury or absence.
- D. If the Member does not communicate with the Coach, it is assumed that the Member is fit and able to attend training sessions and participate in coaching check-ins. The Member must notify the Coach if circumstances prevent the Member from fulfilling the commitments as laid out by this Agreement.
- E. A Member can request to pause the Programme in the event of sickness, as evidenced by a doctor's note. Programmes will not be paused for any other reason.
- F. The Coach, at their discretion, will consider requests for refunds for coaching fees already paid in cases of extreme illness or injury, where the recovery time is likely to be greater than 26 weeks.

- G. The Coach will not issue refunds for coaching fees for reasons other than those outlined above.
- H. The Coaching Agreement may be terminated at any time by the Coach should they decide that the Member remaining in the Programme will prejudice the success of fellow Programme participants.
- I. Enrollment into the Programme is not automatic and is at the discretion of the Coach.
- J. A recurring Programme may be terminated, by the Member, 28 days from the renewal date (date of next payment). Notice of termination by the Member, to the Coach, is to be given in writing.
- K. When the Member enters into a time-limited programme (defined in weeks) the cost of the Programme is to be paid upfront and in full, unless otherwise agreed with the Coach.
- L. Where the Coach and Member have agreed to a payment plan and a deposit has been paid, it is assumed that the Programme will begin on the agreed start date. The Coach will reserve a space on the Programme for the Member and preparations will be made by the Coach to set the Member up for success.
- M. Should the Member decide not to begin or continue with the Programme within 14 days of initial payment (in full or in part), it is the responsibility of the Member to schedule an exit interview with the Coach to expedite the termination and refund process.

3) Booking and Cancellation Policy

- A. The Member is responsible for booking all sessions, courses and events, via the online booking system.
- B. Cancellation or rescheduling of a group coaching session within 10 hours of the start time will result in the Member forfeiting a coaching session. Where possible, the Coach will attempt in good faith to reschedule the Member on an alternative group coaching session.
- C. The Member may reschedule a one-to-one session a full 7 days or more prior to the start time. The Coach reserves the right to bill the Member for rescheduling a one-to-one coaching session within 7 days of the start time.
- D. The Member may cancel a one-to-one coaching session a full 7 days or more prior to the start time and request a refund. The refund will be at the discretion of the Coach.

4) Confidentiality

- A. All information (documented or verbal) that the Member shares with the Coach as part of the coaching alliance, is bound by the principles of confidentiality. However, be aware that the Coach-Member relationship is not considered a legally confidential relationship and thus communications are not subject to the protection of any legally recognised privilege. The Coach agrees not to disclose any information pertaining to the Member without the Member's written consent. The Coach will not disclose the Member's name as a reference without the Member's consent. Confidential Information does not include information that:

- I. Was in the Coach's possession prior to its being furnished by the Member;
- II. Is generally known to the public or in the Member's industry;
- III. Is obtained by the Coach from a third party, without breach of any obligation to the Member;
- IV. Is independently developed by the Coach without use of or reference to the Member's confidential information;
- V. The Coach is required by statute, lawfully issued subpoena, or by court order to disclose;
- VI. Is disclosed to the Coach and as a result of such disclosure, the Coach reasonably believes there to be an imminent or likely risk of danger or harm to the Member or others;
- VII. Involves illegal activity. The Member also acknowledges their continuing obligation to raise any confidentiality questions or concerns with the Coach in a timely manner.

5) Record Retention Policy

- A. The Member acknowledges that the Coach has disclosed their Record Retention Policy with respect to documents, information and data acquired or shared during the term of the Coach-Member relationship. Such records will be maintained by the Coach in a format of the Coach's choice (print or digital/electronic) for a period of not less than 5 years.

6) Marketing and Communications

- A. The Coach will contact the Member by email, text message and in-app message to provide updates, motivation and assist with issues that prevent the Member from participating fully with their Programme.
- B. By agreeing to the Terms and Conditions in this agreement, the Member consents to the Coach contacting them in this way.
- C. The Coach holds the rights to any imagery taken on the premises, in classes or at events, and may use them on any platform or for marketing purposes.

7) Limited Liability

- A. Except as expressly provided in this Agreement, the Coach makes no guarantees, representations or warranties of any kind or nature, express or implied with respect to the coaching services negotiated, agreed upon and rendered. In no event shall the Coach be liable to the Member for any indirect, consequential or special damages. Notwithstanding any damages that the Member may incur, the Coach's entire liability under this Agreement, and the Member's exclusive remedy, shall be limited to the amount actually paid by the Member to the Coach under this Agreement for all coaching services rendered through and including the termination date.
- B. The Member agrees that foods or supplements recommended by the Coach are consumed at the Member's own risk.



- C. The Coach will make every reasonable effort to bring to the Member's attention the presence of allergens (as defined by the UK Food Information Regulation, 2014) in foods and supplements recommended by the Coach.
- D. The Coach makes no guarantees, representations or warranties of any kind or nature, expressed or implied with respect to nutrition plans, meal plans, recipe guides, or supplement recommendations. In no event shall the Coach be liable to the Member for any indirect, consequential or special damages as a result of food or supplements consumed under the direction of the Coach.

8) Entire Agreement

- A. This document reflects the entire agreement between the Coach and the Member, and reflects a complete understanding of the parties with respect to the subject matter. This Agreement supersedes all prior written and oral representations. The Agreement may not be amended, altered or supplemented except in writing signed by both the Coach and the Member.

9) Dispute Resolution

- A. If a dispute arises out of this Agreement that cannot be resolved by mutual consent, the Member and Coach agree to attempt to mediate in good faith for up to 60 days after notice given. If the dispute is not so resolved, and in the event of legal action, the prevailing party shall be entitled to recover attorney's fees and court costs from the other party.

