

GETFITZ PROGRAMME- TERMS AND CONDITIONS

1. THESE TERMS

- 1.1 These are the terms and conditions on which we deliver our Getfitz Programme to you.
- 1.2 Please read these terms carefully before you submit you register with us. These terms tell you who we are, how we will deliver our Getfitz Programme to you, how you and we may change the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 We are Just Move Consultancy Ltd, a company incorporated and registered in England and Wales whose registered number is 13281605 and whose registered address is 13B St Mary's Walk, High Street, Hailsham, BN27 1AL
- 2.2 You can contact us by writing to us at hello@getfitz.org
- 2.3 You are the person who has registered on our Getfitz Programme through our Website and you agree to comply with and be party to this contract.
- 2.4 If we have to contact you, we will do so by telephone or by writing to you at the email address you provided to us at the time of registering on our Website.
- 2.5 Our website is www.getfitz.org (Website)

3. OUR CONTRACT WITH YOU

- 3.1 Our contract with you consists of these terms and conditions and the registration form, which you have completed via our Website.
- 3.2 Our contract commences on the date you complete the registration form with us and shall apply for the duration which you partake in the for the Getfitz Programme.
- 3.3 You may register all or any family member on the Getfitz Programme.

4. OUR GETFITZ PROGRAMME

- 4.1 The Getfitz Programme shall
 - a) Be provided as set out on our Website and in addition we may send further guidance or details through our social media channels.
 - b) Be delivered using all reasonable skill and care.
 - c) Provide activities, advice and support via our social media channels.
 - d) Provide you with access to a live data dashboard, detailing information for all participating family members.
 - e) Provide an online shop through the Website enabling you to purchase additional merchandise relating to the Getfitz Programme if required.
 - f) Use reasonable endeavours to ensure that the Website is working effectively, however we have no liability or responsibility for any time the Website is not operational.
- 4.2 In order for us to provide you our Getfitz Programme you shall ensure that;
 - a) All information you provide to us is full and accurate and shall continue to be updated, if necessary,
 - b) You remain fully responsible and liable for your family members who participate in the Getfitz Programme
 - c) You and your family members follow all the relevant advice and instructions given as part of the Getfitz Programme
 - d) All activities are carried out in a suitable and safe environment
 - e) No family members have any medical conditions which would be aggravated by any activities suggested through the Getfitz Programme, if you are in any doubt, please seek medical advice.
 - f) You support and encourage your family members to participate in the Getfitz Programme and record their achievement through the Website.

5. COSTS

- 5.1 You shall pay us the relevant fee for the Getfitz Programme as set out on the Website.
- 5.2 You shall pay the relevant fee through the payment option on the Website.

5.3 Any sums payable under this agreement which, remain outstanding after the agreed date for payment shall carry interest (both before and after judgment) on a daily basis at an annual rate equal to 3% above the base rate of HSBC bank.

6. OUR RIGHTS TO AMEND THE CONTRACT OR THE GETFITZ PROGRAMME

6.1 It may be necessary for us to make changes to these terms and conditions or the Getfitz Programme we provide.

- a) to reflect changes in relevant laws and regulatory requirements or to co-operate with all reasonable directions from a regulatory authority
- b) to reflect amendments in health and safety requirements
- c) to amend or enhance the Getfitz Programme we provide
- d) to update or amend our Website

7. CANCELLATION PROVISIONS

7.1 We may cancel or suspend the Getfitz Programme for the following reasons,

- a) events outside our reasonable control
- b) you fail to comply with the terms of our contract or demonstrate inappropriate behaviour.

7.2 We are under no obligation to provide a refund if you cancel your registration.

7.3 If your child's school registers for our Fitz for School Programme which entitles you to free membership we may at our sole discretion provide a 10% refund (depending on the duration left of your registration) of the fee you have paid under this agreement.

8. IF THERE IS A PROBLEM WITH THE GETFITZ PROGRAMME

8.1 We pride ourselves on providing a professional service. If you have any questions or in the unlikely event you have a complaint about the Getfitz Programme, please contact us at hello@getfitz.org and we will aim to find an amicable solution.

9. LIABILITY

9.1 You remain fully responsible and liable for your child/children when participating in the Getfitz Programme, therefore save for clause 10.2 we exclude all liability whether in contract or tort

9.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence

10. DATA PROTECTION

10.1 We will only use your personal information as set out in our Privacy Policy. You can find our Privacy Policy on our Website.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 All Intellectual Property Rights (IPR) including copyright in the Getfitz Programme, and any associated documents or materials in whatever paper or electronic format shall at all times remain the property of Just Move Consultancy Ltd.

11.2 Nothing in this contract shall permit you to copy, amend or use in any way whatsoever our IPR.

11.3 Any documents and materials relating to our Getfitz Programme whether provided through the Website, social media channels shall be for your personal use only and shall not be copied, sold or be permitted to be used by any third party.

12. CONFIDENTIALITY

12.1 Both parties undertake to keep confidential any confidential information, which shall be deemed as any information exchanged between us or any other participant of the Getfitz Programme.

13. OTHER IMPORTANT TERMS

13.1 This contract is between you and us. No other person shall have any rights to enforce any of its terms

13.2 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.

- 13.3** 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 your 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 delivery the treatments we can still require you to make the payment at a later date.
- 13.4** This Agreement constitutes the entire agreement between the parties and replaces all other terms and conditions, undertaking and agreements howsoever agreed. Save to the extent expressly provided, all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law
- 13.5** In the unlikely event of a dispute then both parties agree to attempt to resolve the matter in accordance with clause 9.1, if this process fails to find an amicable solution the both parties agree to submit the dispute to an independent mediation provider prior to engaging formal court proceeding.
- 13.6** This Contract shall be governed by English law and both parties' consent to the exclusive jurisdiction of the English courts in all matters regarding it.