

TERMS AND CONDITIONS ON WHICH KT CHALONER LIMITED PROVIDES ITS SERVICES TO CONSUMERS

KT CHALONER (company #07725804) Limited provides its services on the following Terms and Conditions:

1. THE MEANING OF SOME WORDS USED IN THESE TERMS AND CONDITIONS.

'Agreed Price'	means the agreed sum upfront in accordance with the product or services (in Cleared Funds)
'Booking Form'	means the Booking Form or Agreement for each Service undertaken
'Cleared Funds'	means fund received in a cleared format in the nominated Bank Account of KT CHALONER or via the MINDBODY online database
'Deposit'	shall mean % of the Agreed Price in Cleared Funds (as defined above).
'Force Majeure'	means any situation or event beyond the control of us. This could be an act of God, war, terrorist activity, civil strife, strike, riot, industrial disaster, breach of contract via our suppliers, fire, adverse weather or road conditions, bureaucratic obstacles, changes in schedules or modes of transport by ferry companies, airlines and bus or train operators.
'Materials'	means any materials, goods, parts of items we need to buy necessarily in order to perform the Services;
'Client'	is the person or persons named on the Booking Form or Agreement
'Parties'	is a reference to both us and you;
'Premises'	means the place where we will provide the Services at the times and dates we have agreed with you; and
'Programme'	means the Programme agreed between us and you.
'Assigned PT'	means the member of staff responsible for the delivery of the Programme, including any other ancillary staff appointed by KT Chaloner.
'Programme Start Date'	means the date agreed for the commencement of the Programme.
'KTC'	means KT CHALONER Limited.
'Services'	Health and Wellbeing Services: Personal Training, Classes and Courses
'we', 'us' or 'our'	is a reference to KT CHALONER Limited;
'you' or 'your'	is a reference to the person whom we are providing our Service and who is required to pay for the Services we provide;

2. ENTERING INTO A LEGAL BINDING CONTRACT

A contract between you and us will come into being as follows:

- 2.1 When you sign the Booking Form we and you shall enter into a legally binding contract ("the Contract") which incorporate these Terms and Conditions on the date you sign and upon receiving the appropriate upfront payment for services.
- 2.2. Where you and we agree orally that we should provide the Services then there will be a legally binding Contract once we receive the appropriate upfront payment for services. We suggest that before you sign the Booking Form or orally agree to us providing Services that you read through these Terms and Conditions. If you have any questions concerning them please ask us.
- 2.3 You should keep a copy of these Terms and Conditions for your records.

3. PRICE

- 3.1 Prices vary dependant on Service being offered and are clearly outlined on both the website of www.ktchaloner.co.uk and the chosen secure payment gateway - MindBody
- 3.2 Payment of services is required upfront and in advance of the service being offered. The terms of payment are outlined on each booking form or agreement for each service offered, but in general are:

- 3.1.1 Payment for classes is to be made in full prior to attendance of class through either PAYG or Monthly Membership
- 3.2.2 Payment for courses is to be made in full at time of booking to secure booking
- 3.2.3 Payment for personal training is paid either in full for the agreed amount of sessions or one month in advance on a rolling contract (for a minimum of three months), as agreed in the personal training agreement.
- 3.3 The agreed prices covers the cost of the planning, organising and delivery of the programme
- 3.4 Should you wish to cancel the programme you should refer to the cancellation and refund policy
- 3.5 All pricing listed on the website is correct at time of going online. We reserve the right to change prices and alter or remove any special offers from time to time and as necessary.
- 3.6 In the event prices are changed during the period between an order being placed for services and Us processing that order and taking payment, we will honour the earlier price option
- 3.7 We reserve the right to increase prices on any agreement. In such cases you will be provided with 4 weeks notice and the option to cancel your agreement with us

4. CANCELLATION BY YOU

4.1 The cancellation policy varies for each service offered and is outlined at point of purchasing the programme. For the sake of terms and conditions, the standard cancellation policy exists:

- 4.1.1 Cancellations for all hourly classes booked via the chosen booking system (MINDBODY) must be made no later than 60 minutes prior to the class commencing and made on the booking system by the client in order for a 100% credit to be given to the clients account for future use. Cancellation within 60 minutes of class commencement will result in the class being forfeit and no credit is issued
- 4.1.2 Cancellations for all 'courses' bought as a block (i.e. an 8 weeks pilates course) booked either by phone call, text, in person or via the chosen booking system (MINDBODY) must be received no later than 21 days prior to the commencement of the course for 100% credit to be given towards another course or for transfer to another person. Cancellation of individual sessions results in forfeiting that session. No credit, refunds or transfer of individual sessions within a course can be made.
- 4.1.3 Cancellations of the personal training contract must be given in writing with one months notice, and only upon completing the minimum 3-month agreement signed at point of sale. Individual personal training sessions must be cancelled with 24 hours notice in order for the session to be credited to account and rescheduled for a later date. Failure to provide 24hrs notice will result in forfeiting your session

5. CANCELLATION BY US

5.1 Our aim is to deliver services as agreed and set out on both our website and in line with the booking form for relevant services. Where we are unable to perform agreed services the following cancellation policy will apply:

- 5.1.1 If we are unable to deliver 'classes' cancellations will be made with a minimum of 60 minutes notice and all clients booked onto the class will have their session credited back to their online account for future use. Where we cancel with less than 60 mins notice we will credit the session back to your account for future use, plus provide you will a complimentary class pass to use within 30 days at a class of your choice.
- 5.1.2 If we are unable to deliver a 'course' in it's entirety the course will be reschedule to another date. You will be offered the choice of:
 - 5.1.2.1 transferring to the other course on the new date
 - 5.1.2.1 transferring your place to a friend or family member to use on the 'new' course date

- 5.1.2.3 receiving a 100% credit on to your online account for use on another course
- 5.1.2.4 A 100% refund of course cost

- 5.1.3 If we are unable to deliver a single session within the course we will provide a minimum of 24 hours notice and extend the course end date by the relevant number of missed sessions.
- 5.1.4 If we are unable to deliver personal training session we will provide you with a minimum of 24hours notice and your session will be rescheduled to another date. Failure by us to provide the 24hr notice will result in your session being credited to your online account for future use, plus one other complimentary session to be used within 30 days of the cancellation

- 5.2 We reserve the right to cancel your continuation of a session (Class, course or personal training programme) if we deem you unfit to participate and feel continuation would harm your health
- 5.3 We reserve the right to cancel your continuation in any classes, courses or personal training if we feel:
 - 5.3.1 You are not participating within the spirit of the agreement
 - 5.3.2. You are abusive towards the trainer or another participant
 - 5.3.3 You have acted inappropriately
 - 5.3.4 You are not medically fit to continue without consulting your GP
 - 5.3.5 You will not gain the results you are looking for through our partnership
 - 5.3.6 Any other reason

6. ACCEPTANCE OF AUTHORITY

- 6.1 Our employees and staff will use their best endeavours to resolve problems to your benefit. You must refrain from any conduct which may give offence or cause damage or danger to any personal property. If we or any of our suppliers believe that you are in breach of your obligations in this regard or are likely to breach it or are for any reason unfit to partake in the Programme then we have the right to cancel the Contract.

7. COMPLAINTS

- 7.1 If there is a problem during the Programme you must report it in the first instance to Your Trainer. If it is still unresolved you must report it to Us immediately so that prompt and effective efforts can be made to resolve the problem. If by post to 33 Filkins Lane, Boughton, Chester CH3 5JE or by e-mail to kt@ktchaloner.co.uk
- 7.2 In the unlikely event that the problem cannot be resolved at this time and you wish to raise a complaint in full, full written details must be sent us by post 33 Filkins Lane, Boughton, Chester CH3 5EJ or by e-mail at kt@ktchaloner.co.uk within 28 days of the Programme ending which must also include your Booking Reference Number and details of the complaint including your daytime and evening contact telephone numbers and any suggested resolution

8. THIRD PARTY DATABASE

- 8.1 In order to procure services advertised on this website and to access certain other services you are required to create an account on our third party database - MINDBODY which will contain certain personal details and payment information which may vary based upon your use of services and programmes. We may not require payment information until you wish to make a purchase. By continuing to create an account and purchase programmes and services you warrant that:
 - 8.1.1 all information you submit is accurate and truthful
 - 8.1.2 you have permission to submit payment information where permission may be required
 - 8.1.3 you will keep this information accurate and up-to-date
 - 8.1.4 where verbal agreement to undertake a programme is made, payment can be drawn by us from your online account using the payment details you have uploaded
- 8.2 It is recommended you do not share your account details, particularly your username and password. We accept no liability for any losses or damages incurred as a result of your account details being

shared by you. If you use a shared computer, it is recommended that you do not save your account details in your internet browser

- 8.3 If you have reason to believe that your account details have been obtained by another person without consent, you should contact US immediately to suspend your account and cancel any unauthorised orders or payments that may be pending.
- 8.2 By using your username and password to your online account with MINDBODY you have complete transparency of your account: your classes, courses, personal training and payment details. You are able to delete/amend any card payment details as necessary and notify us of cancellation of agreement

9. PRIVACY & DATA PROTECTION

- 9.1 Use of this website and any programmes or services with KT Chaloner Ltd is also governed by our Privacy & Data Protection Policy which is incorporated into these Terms and Conditions by this reference. To view this Privacy and Data Protection Policy, please click the link on the website or [click here](#):

10. LIMITATION OF LIABILITY

- 10.1 We do not exclude or limit liability for our negligence or negligent omission which causes you personal injury or death.
- 10.2 We shall only be liable for any loss or damage suffered by you which is a reasonably foreseeable consequent of a breach by us of this Contract. In the event that any loss or damage suffered by you relates to your business activities then we exclude all liability for any business loss and in particular we exclude all liability for loss of profits or other economic loss arising out of a breach of this Contract.

11. PERSONAL HEALTH

- 11.1 Except as disclosed in writing to us, you confirm that you are in good mental and physical health and are unaware of any reason why you would be particularly unsuited to taking part in the Programme of activity and service agreed upon; or may be likely to suffer illness or injury during the Programme of activity/service
- 11.2 Failure to disclose any information that is required in the Booking Form and Medical and Lifestyle Questionnaire may result in us terminating the Contract and withdrawing you from the programme and in such a situation we reserve the right to retain any payments made as part of the Agreed Price.

12. COMMUNICATION WITH US

- 12.1 You can always telephone; our contact numbers are 07765 868566
- 12.2 However, for important matters we suggest that you use writing and send any communications by post to 33 Filkins Lane, Boughton, Chester, CH3 5EJ although we do accept e-mails to kt@ktchaloner.co.uk

13 CONTACTING EACH OTHER

- 13.1 If you wish to send us any notice or letter then it needs to be sent to 33 Filkins Lane, Boughton, Chester, CH3 5EJ and should be marked for the attention of KT Chaloner. If we wish to send you a letter or notice we will use the address you have given in the Booking Form.

14. LAW AND JURISDICTION

- 14.1 The agreement shall be constructed in accordance with the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction in relation to any matters arising out of this Agreement.