



## **Fitness Class Terms and Conditions**

### **1. About these Terms and Conditions**

1.1. These terms and conditions apply to any contract between You and JDK Fitness and/or Rebound Fit in respect of Your participation in any Activity provided by JDK Fitness and/or Rebound Fit.

1.2. Please read these terms and conditions carefully before registering for an Activity through the Website.

1.3. Please note that before registering for an Activity through the Website or otherwise You will be asked to accept these terms and conditions. By paying and confirming a place within an Activity You are confirming Your agreement to be bound by these terms and conditions. If You do not want to accept these terms and conditions, You will not be able to register for an Activity with JDK Fitness and Rebound Fit.

### **2. About Your Contract**

2.1. In registering for the Activity, You are entering into a legally binding contract with JDK Fitness and Rebound Fit. This contract, and Your obligations under it, will conclude upon Your completion of the Activity partaking.

2.2. For the purposes of these terms and conditions, "You" means the person identified as the Participant or parent/legal guardian of any Minor (under 16 years of age) registering to take part within an Activity (and "Your" shall be construed accordingly).

2.3. JDK Fitness and Rebound Fit may assign the contract, subcontract or delegate the delivery of an Activity in any manner to: (i) any separate entity controlled by, or under common control with, JDK Fitness; or (ii) any provider of outsourcing or third party services that is engaged under a service contract to provide services to JDK Fitness at the JDK Fitness sole discretion.

### **3. Terms Used**

"Activity" means the fitness class provided by JDK Fitness.

"Equipment" means any equipment a participant will use during an Activity.

"Company Insurance" means insurance obtained by JDK Fitness. This includes Public Liability Insurance.

"Specified Location" means the location of each individual Activity

“Specified Time” means the time an Activity begins, as well as the length of time of each Activity provided.

“We” means JDK Fitness or any employee or representative or associate of JDK Fitness (and “our” shall be construed accordingly).

#### **4. Activity Specifics**

##### **4.1. Timings**

All activities will start and finish on time; there will be no delay in either start or finish. **4.2 Participants Attire**

All participants must wear comfortable and suitable workout/exercise clothing, as well as shoes/trainers.

##### **4.3 Equipment**

Classes involve using equipment supplied by JDK Fitness or Rebound Fit. We shall take all necessary actions to maintain and check all equipment provided but the Participant takes full responsibility for the safe use of the equipment provided. If any concerns arise regarding the safety of the equipment provided, the Participant must notify Us immediately.

The Participant acknowledges they shall not be permitted to use any other rebounding product or equipment during classes, unless the Participant takes full responsibility in using equipment they have provided themselves.

##### **4.4. Booking**

**4.4.1.** It is a requirement that all participants register themselves with a minimum of 1 hours prior to the start of any individual Activity. Payment must be received on booking.

**4.4.2** JDK Fitness and Rebound Fit reserves the right to amend the class schedule and will offer a refund/alternate session as necessary, or, may politely deny participation based on any foreseeable health concerns or conflict of interest.

**4.4.3** JDK Fitness and Rebound Fit reserves the right to cancel a class at any point once it has begun should the Instructor consider a Participant injured, unwell, not behaving in an acceptable manner or not following reasonable instruction.

#### **5. Booking Process**

**5.1.** A place in a specific Activity is offered to You when:

**5.1.1.** You submit a Booking Form for an Activity;

**5.1.2.** You have agreed to these terms and conditions; and

**5.1.3.** JDK Fitness and Rebound Fit or its designated third party payment gateway provider (whichever is the earlier) receives a legitimate payment into its designated bank account

**5.2.** By submitting a Booking Form, You are:

5.2.1. Booking a place to participate (or permit an under 16 to participate) in the Activity subject to these terms and conditions; and

5.2.2. Confirming that You are at least 16 years of age.

5.3. A Booking Form may only be submitted by individuals who are at least 16 years old. Under 16s who would like to make Booking should ask their parent or guardian to make the Booking on their behalf and confirm that they agree to these terms and conditions.

5.4. Upon JDK Fitness or Rebound Fit receipt of the relevant Booking fee for the Activity, We grant You the right to participate in the Activity subject to these terms and conditions of entry and any instructions given to You by the Instructors of the Activity.

5.5. We reserve the right to refuse entry to any Activity or to ask You to cease participation if You fail to follow instructions given by an Instructor, You attempt to participate in the Activity in a manner that We believe: (a) may cause injury to You or another participant, (b) in our opinion is likely to

cause offence, (c) may damage the equipment or venue, or (d) otherwise causes a risk or potential risk to health and safety including any failure, in whole or in part, to comply with the restrictions in relation to Activity safety, or in our opinion You are unfit to participate in the Activity due to either the consumption or use of alcohol or drugs or because of an injury or illness.

## **6. Your Status and Responsibilities**

6.1. By booking an Activity, You agree, warrant, undertake and represent that: 6.1.1. You are legally capable of entering contracts.

6.1.2. You are a minimum of 16 years of age or have consent from a parent or legal guardian to take part

6.1.3. You will abide by any rules and regulations set by an Instructor

6.1.4. You understand and agree that You will participate in any JDK Fitness Activity and any other entirely at your own risk.

6.1.5. You will rely on your own ability in dealing with hazards and must take part in a way that is safe to yourself and others.

6.1.6. At all times during the Activity, You will adhere to all instructions given by Instructors.

6.1.7. You will hold harmless JDK Fitness and Rebound Fit from any liability associated with the Activity whether arising for breach of contract, any tortious act or omission (including negligence) or otherwise. This includes although is not restricted to injury or loss however caused and damage or theft of equipment prior to, during or after the Activity, loss of profit, loss of reputation, loss of business, revenue or goodwill, loss of anticipated savings, or consequential or indirect loss, regardless of whether the loss or damage: (a) would arise in the ordinary course of Activity; (b) is reasonably foreseeable; or (c) is in the contemplation of the parties, or otherwise. You accept full liability and responsibility for any medical expenses incurred as a result of training for and/or participating in the Activity. However, nothing in these terms and conditions shall affect our liability for death or personal injury caused by our negligence, or for fraud, or any other liability to the extent it cannot be excluded or limited by law.

6.1.8. You are in a fit and healthy condition and are not suffering any medical conditions which prevent You from participating in the Activity. Any past, present or ongoing medical conditions or injuries are to be stated when Booking and restated to the Instructor prior to the commencement of participation. If an Instructor deems you unfit to partake in the Activity, You will not be entitled to a refund.

6.1.9. You agree that through your completion and submission of the online Booking Form, You are committing to paying for your Activity via the means available.

6.1.10. You accept that all decisions and rulings by JDK Fitness, its employees and its agents in respect of the Activity are considered final.

## **7. Retention of Ownership**

7.1. JDK Fitness and Rebound Fit retains all the rights to run the Activity and its Brand unless otherwise secured on licence from a third party in which case the particular rights vest with the originator. The payment of the Booking grants no rights to the Activity other than the right to participate.

## **8. Transfer and Refund**

8.1. The Activity booking purchased by You can be transferred until 6 hours prior to the Activity start time. No refund or transfer can be obtained within 24 hours of the Activity start time.

## **9. Online Transactions**

9.1. We use secure payment facilities for all online purchases provided by BookWhen; Your payment details such as credit card details are entered in a secure payment gateway handle, Stripe.

9.2. The system for taking payments and capturing your entry data is provided by a third party, BookWhen. They are acting as our agent and payments made will initially go to Stripe before the payment is cleared to JDK Fitness.

## **10. Matters Outside of Our Control (Force Majeure)**

10.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by events outside our reasonable control ("Force Majeure").

10.2. Force Majeure includes any act, activity, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

10.2.1. strikes, lock-outs or other industrial action;

10.2.2. civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

10.2.3. fire, explosion, storm, flood, earthquake, inclement weather conditions, subsidence, epidemic or other natural disaster;

- 10.2.4. impossibility of the use of public or private telecommunications networks;
- 10.2.5. sabotage of the Activity or deliberate vandalism of the Activity resources and equipment;
- 10.2.6. the acts, decrees, legislation, regulations or restrictions of any government.

10.3. In such circumstances We will, if possible, provide notice of cancellation to You. In the event of cancellation, We will have no responsibility for any costs incurred as a result of cancellation including any travel or accommodation costs.

## **11. Variation to these terms**

11.1. We reserve the right to vary these terms and conditions to reflect changes in relevant laws and regulatory requirements. Any such variation shall become effective immediately upon posting on the Booking Website.

## **12. Entire Agreement**

12.1. These terms and conditions (and the documents referred to in them) constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the Activity. You acknowledge and agree that in submitting the Booking Form, You do not rely on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person other than as expressly set out in these terms and conditions.

## **13. Third Party Rights**

13.1. No person other than You and JDK Fitness / Rebound Fit shall have any rights to enforce these terms and conditions.

## **14. Dispute**

14.1. These terms and conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including noncontractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any such dispute or claim.

## **15. Personal information**

15.1. We are committed to protecting the privacy and confidentiality of information provided by all Participants. Accordingly, JDK Fitness and Rebound Fit upholds the relevant data protection principles and processes personal data in accordance with the Data Protection Act 1998.