



PERSONAL TRAINING
FIGHTING FIT FOREVER

Terms & Conditions

Background:

These Terms and Conditions are the standard terms that will apply to all agreements between the 3Fs Personal Training and the Customer.

1. About 3Fs Personal Training

1. The 3Fs Personal Training digital applications (**APPs**) website at www.3fspt.co.uk (**Website**) and fitness and nutrition services and products (**Fitness Products**) are owned by 3Fs Personal Training Limited, Company number 11634783, Registered office 11 Vega Building, 331 Kingsway, Hove, East Sussex BN3 4AY ('**3Fs Personal Training**', '**we**', '**our**', or '**us**').
2. 3Fs Personal Training offers a variety of Fitness Products which are promoted via the Website, Amazon and on Social Media including but not limited to:
 - a. The How 2 Get Fit 4 Later Life 12-Week Challenge - delivered by APP which can be downloaded to your smart device;
 - b. The How 2 Get Lean & Fit In Just 12-Week Challenge - delivered by APP which can be downloaded to your smart device;
 - c. The How 2 Get Fit 4 Later Life 12-Week Challenge - delivered by eBook and paperback;
 - d. Bespoke One-on-one personal training and nutrition advice either in person or remote;
 - e. Access to private Facebook forums and groups for participants in a particular program.
3. The exercise programs and nutritional guides provided by 3Fs Personal Training (**Programs**) for the How 2 Get Fit 4 Later Life 12-Week Challenge are generic programs based on the goals for fitness or weight loss which you indicate through the APP or the Website and limited personal information you provide. They are general guides to fitness and weight loss management.
4. The exercise programs and nutritional guides provided by 3Fs Personal Training (**Programs**) for the How 2 Get Lean & Fit In Just 12-Week Challenge are bespoke programs based on the goals for fitness or weight loss which you indicate through the APP or the Website and personal information you provide.

5. After purchasing a 3Fs Personal Training Program that is provided on the 3Fs Personal Training APP; the purchaser will be granted 6 months access to that Program on the APP from that specific Program start date. At no time will this access be extended unless you are diagnosed with a medical condition after you have purchased the Program which prevents your participation in that Program. In the event that you are suffering from a medical condition you must submit evidence of that medical condition to 3Fs Personal Training, sales@3fspt.co.uk as soon as you find out that you are unable to continue the program.
6. The App Programs do not take into consideration your medical conditions or any other health or medical issues individual to you.
7. Before starting any exercise or weight loss program including those supplied by 3Fs Personal training, you should make sure that you are not underweight, that you are physically able to participate in any Program part of a Fitness Product and you must seek advice from your medical practitioner before starting a Program.
8. If you suffer from, or may suffer from, a medical condition or health concern, then it is especially important that you consult your medical practitioner before taking part in a Program.
9. 3Fs Personal Training does not guarantee any particular outcome as a result of your participation in a Program or use of meal plans or nutrition guides or other Fitness Products.

2. Terms of Use

1. By registering an Account with us, or using or accessing the APPs and Website you will be acknowledging and agreeing that you:
 - a. Have read and understood these terms and conditions and agree to be bound by them;
 - b. Consent to the use of your personal information for the purposes set out in these terms and use of the APPs generally; and
 - c. Consent to receiving communications from us as outlined in paragraph 5 of these terms.
2. 3Fs Personal training may amend its terms and conditions from time to time and will post its amended terms on the Website and

APPs. The date of posting the amended terms on the Website and the APPs will be the date the new terms come into effect and apply to you. Your continued use of the Website and the APPs, Fitness Products and purchase of goods and services from 3Fs Personal Training after posting of the amended terms will indicate your acceptance of the amended terms.

3. Registration on a Program and licence

1. Customers must be at least 18 years old in order to register an Account, use or access a Fitness Product or participate in a Program.
2. Purchase of a Fitness Product is for you as a single user only. You may not authorise third parties to use any Program, or other digital product or service supplied by us to you via your Account.
3. Upon purchase of an e-book, meal plans or nutrition guides you are entitled to download and print one copy of the item only and breach of this term will entitle us to terminate the agreement with you without refund.
4. On registration on a Program, 3Fs Personal Training grants you a limited non-exclusive, non-sublicensable, non-transferable and revocable licence to use the materials provided with the Program in accordance with these terms and conditions and solely for your personal use and enjoyment.

4. Paying for Programs and refunds

1. Customers must pay for all Fitness Products and other goods or services ordered through the Website at the time of purchase using the credit card payment facility or via PayPal in the Website.
2. In the event that you are diagnosed with a medical condition after you have purchased the Program which prevents your participation in that Program, we will provide you with a refund of the fee for the relevant Program or component that you are unable to complete, calculated on a pro rata basis upon receipt of written evidence from your medical practitioner that you cannot participate in the Program due to your medical condition. In the event that you are suffering from a medical condition you must submit evidence of that medical condition to 3Fs Personal Training, sales@3fspt.co.uk as soon as you find out that you are unable to continue the program.

3. 3Fs Personal Training offers a full refund on certain App products in the event that you are dissatisfied with the Program. This does not apply to either the ebook or paperback element of bundled products, specifically the How 2 Get Fit 4 Later Life priced at £9.99 for the ebook and £14.99 for the paperback. The refund for the App will be limited to £89.01 when bundled with the ebook, and £89.01 when bundled with the paperback. You must submit your reason for requesting a refund for the App to sales@3fspt.co.uk and we will endeavour to respond within 14 Business Days.

5. Privacy

1. 3Fs Personal Training is committed to protecting your privacy.
2. When you register an Account or purchase a Fitness Product, we will have access to personal information about you, such as information relating to your finances. We will protect this information and only use, disclose or deal with this information in accordance with our Privacy Policy.
3. Any personal information you provide to us will be collected for the primary purpose of providing you with access to and use of the Website and participation in Programs and use of Fitness Products.
4. If we are required by law, your personal information may be disclosed to a third party.
5. 3Fs Personal Training conducts its business across the United Kingdom and the world and may need to share personal information with third parties for the purposes of providing the 3Fs Personal Training goods and services and conducting its business (Purposes).
6. Customers consent to the disclosure of their personal information for the Purposes including to overseas recipients.
7. Overseas recipients may include entities providing services to us (including computer servers).
8. We may use SMS and/or email to communicate with you. From time to time, we may send you information about 3Fs Personal Training by post, email, telephone call or SMS.

9. We may need to contact you to:
 - a. Administer accounts and process payments;
 - b. Communicate with you regarding any issues affecting your registration on a Program or use of the APPs or Fitness Products;
 - c. Provide information on services and benefits available to you through the APPs;
 - d. Provide reminders of Program key dates;
 - e. Provide you with our periodic newsletters and updates about our services or special offers available to you; and
 - f. Conduct market research or surveys to improve the services provided by 3Fs Personal Training.
10. If you do not wish to receive any communications or SMS reminders from us, please advise us or alternatively follow the 'unsubscribe' instructions provided in the communication. Customers acknowledge that if they opt out of receiving SMS or other communications from us, this may adversely affect your use of the APP or participation in a Program.
11. 3Fs Personal Training may disclose your personal information (including your contact details) to its professional advisers, a claims processor or an insurer if there is a Claim, a dispute, an investigation by any police authority or any governmental body or similar agency.

6. 3Fs Personal Training Rules including for use of social media

1. Customers must:
 - a. Ensure that their login details for the Website and any APP (including usernames and passwords) are kept confidential and not disclosed to any other party;
 - b. Notify 3Fs Personal Training immediately if you suspect or know that your Account has been accessed without your authority;
 - c. Accept responsibility for all activity on your Account or Program which takes place using your login or password;

- d. Not use the APPs, a Program, Fitness Product or the Website for any illegal purpose;
 - e. Not undertake any activity which uses, exploits or affects the Brand or the 3Fs Personal Training Intellectual Property except for the purposes of your personal participation in a Program or personal use of any goods or services purchased through the Website;
 - f. Not interfere with the enjoyment of another Customer;
 - g. Not perform any fraudulent activity in connection with the APP's, a Program or the Website;
 - h. Not knowingly introduce viruses, trojans, worms, logic bombs or other material which is malicious or potentially damaging to our technology.
2. Some Programs offer participation in private Facebook forums and groups. Customers agree that at all times when participating in such forums and groups or when posting about 3Fs Personal Training on any social media platform they will:
 3. Treat other Customers and 3Fs Personal Training (and its staff and contractors) with dignity, support and respect;
 4. Not display or engage in activity that facilitates illegal activity;
 5. Not post, publish, distribute or display sexually explicit images or words;
 6. Not promote violence; and
 7. Not post, publish, distribute or display disparaging, humiliating, threatening, defamatory, harassing, abusive or discriminatory content.
 8. 3Fs Personal Training reserves the right, in its absolute discretion, to remove any social media content and any information posted on any APP or website or social media forum which 3Fs Personal Training considers breaches the rules set out in this agreement.
 9. Customers are responsible for obtaining and maintaining the data network access to use the Website and Programs. Customers are also responsible for updating their devices to enable use of the Website and Programs and APPs and any updates to the APPs or the Website.
 10. Customers are responsible for ensuring that the premises including their own home or homes at which exercise programs are undertaken

are safe, clean and suitable for the purpose of undertaking the Program or use of other Fitness Product.

Suspension or termination of your Account or use of the APP and Website

11. 3Fs Personal Training may suspend or terminate your Account or registration on a Program at any time should it consider that you have breached these terms and conditions or it is otherwise appropriate to do so.
12. 3Fs Personal Training will suspend or terminate the Account by written notice to the User (which will include notice by email). This may include but is not limited to when a User is being investigated by 3Fs Personal Training or where the Customer is believed to be displaying, or engaging in activity that facilitates illegal activity, depicts sexually explicit images, promotes violence, threatening, defamatory, harassing, abusive or discriminatory content.
13. 3Fs Personal Training may amend or remove your membership of any Facebook or other social media groups associated with a Program, or any posts you place on such social media platforms at any time at its absolute discretion.
14. Customers may stop using a Program, the APPs and the Website at any time.

7. Complaints

1. Customers may make a complaint about any goods or services supplied by 3Fs Personal Training or any other matter concerning 3Fs Personal Training by email to sales@3fspt.co.uk.
2. Customers must use the subject line 'Complaint' on the email and must outline the complaint in detail including the nature of the complaint, and attach copies of any documentation which supports the complaint.
3. 3Fs Personal Training will investigate the complaint and endeavour to respond within 14 Business Days.

8. Risk Warnings and Disclaimers

1. You acknowledge and agree that there are patent and obvious risks in undertaking fitness and exercise routines and programs and that whilst taking part in Programs or accessing or using any Fitness Products, including participating in any seminar or personal or group fitness activity. You may be at risk of death or personal injury including broken bones, soft tissue injuries (including injuries to muscles, tendons, ligaments, fascia (connective tissue), nerves, fibrous tissue and blood vessels), joint injuries, heart, lung and breathing problems (and aggravating a pre-existing condition or injury) due to:
 - a. Known or unknown health problems or previous injuries;
 - b. Pregnancy;
 - c. Engaging in activity which is too strenuous for your level of fitness and health;
 - d. Tripping or slipping - including over fitness equipment both at home and in a gym; and
 - e. Attempting an activity which is beyond your exercise capability.
2. You understand that we recommend you seek advice from your medical practitioner before following any particular advice or plan or participating in a Program provided by 3Fs Personal Training.
3. 3Fs Personal Training does not guarantee that the Website and APPs will function on any particular device and Customers acknowledge and agree that the Website and APPs may suffer from malfunction or delays from time to time and that this is an inherent risk of such internet and electronic based systems. For technical issues please email andy@3fspt.co.uk for assistance.

9. Limitation of Liability

1. You acknowledge and agree that the use or reliance on any Program or Product is entirely at your own risk and that 3Fs Personal Training bears no responsibility for Third Party Content.
2. 3Fs Personal Training does not make any representations or guarantees that following or use of a Program or Product will bring any result intended by you.

3. You acknowledge and agree that 3Fs Personal Training is not providing any type of medical advice through a Program or Product, including all content and if you have knowledge of any pre-existing medical condition then we advise you to seek professional medical advice before using any Program or Product.
4. Personal Trainers who operate under the 3Fs Personal Training brand are required to hold valid public liability insurance and shall be responsible for any foreseeable loss or damage that you may suffer as a result of their breach of these Terms and Conditions or as a result of their negligence. Loss or damage is foreseeable if it is an obvious consequence of the Personal Trainer's breach or negligence or if it is contemplated by you and the Personal Trainer when this agreement with you is created. The Personal Trainer will not be responsible for any loss or damage that is not foreseeable.
5. 3Fs Personal Training and Personal Trainers who operate under the brand make no warranty or representation that products, or other goods or materials that the Personal Trainer provides or sells are fit for commercial, business, industrial, trade, craft or professional purposes of any kind (including resale). 3Fs Personal Training and Personal Trainer will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
6. Nothing in these Terms and Conditions is intended to or will exclude or limit your Personal Trainer's liability for death or personal injury caused by your Personal Trainer's negligence (including that of any Personal Trainer who may be substituted by your Personal Trainer if they are unable to provide their Services to you); or for fraud or fraudulent misrepresentation.
7. Furthermore, if you are a "consumer" as defined by the Consumer Rights Act 2015, or a consumer for the purposes of any other consumer protection legislation, nothing in these Terms and Conditions is intended to or will exclude, limit, prejudice, or otherwise affect any of your Personal Trainer's duties or obligations to you, or your rights or remedies, or your Personal Trainer's liability to you, under the Consumer Rights Act 2015; the Regulations; the Consumer Protection Act 1987; or any other consumer protection legislation (as amended from time to time). For further details of your legal rights, please refer to Your Local Citizens' Advice Bureau or Trading Standard Office.

10. Exclusion of liability

1. All implied terms, conditions, warranties, rights or other additional obligations that can be lawfully excluded are excluded from this agreement. In particular, we are not liable for:
 - a. Negligence or fault of Customers;
 - b. The acts or omissions of a third party unconnected with the provision of goods or services by 3Fs Personal Training;
 - c. Any defect in or complaint about the quality, suitability or availability of a Program or Fitness Product;
 - d. Delays in the functionality of, or inability to access the Website or an APP (and to this end 3Fs Personal Training does not guarantee or warrant that the Website or the APP will be uninterrupted or error free); and
 - e. Any behaviour by a Customer towards another Customer or third parties which is defamatory, libellous, unlawful or offensive way towards other Customers or third parties.
2. We are not liable for your failure to observe any dietary restrictions connected with a food allergy or intolerance, whether known or unknown.
3. Customers agree and accept that the entire risk arising out of your use of the Website and participation in Programs and use of goods and any other services purchased through the Website remains solely with Customers to the maximum extent permitted by law.

3Fs Personal Training will not be liable for an indirect, incidental or consequential damage including loss of profits, lost data or lost Customer Content, personal injury, death or property damage in connection with or referable to a Customer's use of the Website or APP or other goods or services provided in connection with or referable to the Website and any Program.

11. Warranties (by Customers)

1. You represent and warrant to 3Fs Personal Training that:
 - a. You are 18 years old or over;
 - b. You have sought and obtained advice from your medical practitioner before commencing any Program or following any meal plan or nutrition guide supplied by us;
 - c. All information and documentation provided to 3Fs Personal Training from time to time is true and accurate and not misleading in any respect;
 - d. You will exercise in a place which is safe and suitable for the Program; and
 - e. You will abide by these terms and conditions at all times.
 - f. You will be responsible for the management of any food allergies or intolerances.

12. Indemnity

1. Customers agree to indemnify and hold 3Fs Personal Training and its officers, directors, employees and agents harmless from any and all Claims arising out of or in connection with:
 - a. A Customer's use of the APP or participation in Programs;
 - b. Use of products purchased through the Website;
 - c. A Customer's breach of these terms and conditions;
 - d. Our use of your Customer Content;
 - e. A Customer's breach of duty of care, or negligence towards another Customer; or
 - f. A Customer behaving in a defamatory, libellous, hateful, aggressive, violent, obscene, unlawful or offensive way towards other Customers or third parties.

13. Notice

1. We may give notice to you by email to your email address in your Account or by written communication to your address as set out in your Account, Customers may give notice to us by email to sales@3fspt.co.uk.

14. Assignment

1. 3Fs Personal Training may assign or transfer the rights and benefits under this agreement and sub-contract our obligations under this agreement to a third party in whole or in part at any time without the approval of the Customer.
2. 3Fs Personal Training may transfer ownership of the Programs, APPs, and the Website at any time without the consent of the Customer and the Customer hereby consents to the transfer and disclosure of his or her personal and sensitive information (including health and financial information) to any purchaser of 3Fs Personal Training or its business and assets.

15. Severance

1. If any provision of these terms is found to be illegal, invalid or unenforceable, in whole or in part, under any law, then such provision or part of it will be deemed not to form part of these terms and the legality and enforceability of the other provisions of these terms will remain unaffected and enforceable.

16. Entire Agreement

1. These terms constitute the entire agreement between 3Fs Personal Training and Customers and replaces and supersedes all other prior agreements or undertakings between the parties.

17. Intellectual Property and Ownership

1. The APP, the 3Fs Personal Training logo and trademarks, the Brand and these terms and conditions, the content of Programs, Website, Fitness Products, nutrition guides, paperback books and e-books and any materials we provide to you in connection with the APP or a Program (**3Fs Personal Training Intellectual Property**), will at all times remain our property and are subject to copyright and other intellectual property rights under the law of England and Wales, international conventions and other laws.
2. You undertake not to copy, publish or reproduce in whole or in part, the 3Fs Personal Training Intellectual Property except as is expressly permitted by these terms and conditions.

18. Governing laws

1. The Terms and Conditions and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms and Conditions or its subject matter or formation.

19. Your acknowledgements and consents

1. By registering an Account you acknowledge and agree that:
 - a. You have read and understood these terms and conditions and agree to be bound by them;
 - b. You are responsible for all costs incurred by you with respect to your usage of the Programs, e-books, paperback books and APP's on a smart device including data usage fees and other telecommunications fees;

- c. You give permission for 3Fs Personal Training to disclose your personal information in accordance with these terms and conditions; and
- d. You consent to receiving any communications from us as outlined in section 5 above however you may opt out at any time.

20. Definitions

1. In these terms and conditions the following words have the following meanings:

Account means a Customers Account registered through the Website;

3Fs Personal Training Intellectual Property has the meaning given to it in clause 18.1 above;

Brand means the distinctive appearance, image, goodwill and reputation that attaches to the Website, APP's and all other materials supplied through the Website, the 3Fs Personal Training trademarks and the application of the trademarks and the 3Fs Personal Training Intellectual Property to goods, services and premises and includes the distinctive image, Brand positioning and customer appeal created by the appearance, layout, general ambience and presentation of the Website, the APPs and goods and services provided through the Website;

Business Days means any day (excluding Saturdays and Sundays and public holidays) on which banks are open for business in the United Kingdom;

Claim means all claims, liabilities, debts, costs, expenses or obligations, whether actual or contingent, present or future, quantified or unquantified, damages, demands, suits, actions and causes of actions, including legal fees on a solicitor and own client basis, other professionals' and experts' fees, and court or dispute resolution costs;

Customer means any person who registers an account on the Website;

Customer Content means any words, images, links or other content posted by a Customer on the Website, any APP, Facebook or any other social media forums; and

Privacy Policy means the 3Fs Personal Training privacy policy displayed on the Website from time to time.