

FIIT TRAINING – GROUP SESSION T&Cs/Contract **To be agreed to on every course booked, online tick box**

Our Site is owned and operated by Fiona Beecham, trading as FIIT Training.

The term 'FIIT Training' or 'we' refers to the owner of the website.

The term 'you' refers to the user or viewer of our website.

Welcome to the FIIT Training website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern FIIT Trainings relationship with you in relation to this website. If you disagree with any part of these terms and conditions, please do not use this website.

Purchase Policy

By clicking "Place Order/Purchase" you confirm that you have read and accepted the refund/cancellation policy and terms and conditions.

Refund/Cancellation Policy – Sweat Before 7 (a trading name of FIIT Training)

1. Deposits for Sweat Before 7 are non-transferable and non-refundable.
2. Balance payments for Sweat Before 7 courses must be received 3 days prior to the scheduled class date to fully confirm your place. Failure to settle your account by this time will result in the loss of your deposit and your space.
3. Refunds are not given, except in extreme circumstances and are entirely at the discretion of the owner of FIIT Training.
4. Direct debit arrangement is in place for a 12 month period from the first date of purchase. The direct debit will then be taken on the same date the following month and monthly thereafter.

Terms & Conditions

Introduction

These terms and conditions apply between you, the User of this Website (including any sub-domains, unless expressly excluded by their own terms and conditions), and FIIT Training, the owner and operator of this Website. Please read these terms and conditions carefully as they affect your legal rights. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Website. If you do not agree to be bound by these terms and conditions, you should stop using the Website immediately.

In these terms and conditions, User or Users means any third party that accesses the Website and is not either (i) employed by FIIT Training and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to FIIT Training and accessing the Website in connection with the provision of such services.

You must be at least 18 years of age to use this Website. By using the Website and agreeing to these terms and conditions, you represent and warrant that you are at least 18 years of age.

Intellectual property and acceptable use

1. All Content included on the Website, unless uploaded by Users, is the property of FIIT Training, an affiliate or other relevant third parties. In these terms and conditions, Content means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of this Website, including any such content uploaded by Users. By continuing to use the Website you acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this site shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the site without the owner's prior written permission

2. You may, for your own personal, non-commercial use only, do the following:

a) retrieve, display and view the Content on a computer screen

3. You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any Content without the written permission of FIIT Training.

4. Your use of any information or materials on this website is entirely at your own risk, for which FIIT Training shall not be liable.

Prohibited use

5. You may not use the Website for any of the following purposes:

a) in any way which causes, or may cause, damage to the Website or interferes with any other person's use or enjoyment of the Website;

b) in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order;

c) making, transmitting or storing electronic copies of Content protected by copyright without the permission of the owner.

6. Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.

Registration

7. You must ensure that the details provided by you on registration or at any time are correct and complete.

8. You must inform us immediately of any changes to the information that you provide when registering by updating your personal details to ensure we can communicate with you effectively.

9. FIIT Training may suspend or cancel your account registration with immediate effect for any reasonable purposes or if you breach these terms and conditions.

10. You may cancel your account registration at any time by informing FIIT Training in writing to the email address at the end of these terms and conditions. If you do so, you must immediately stop using the Website. Cancellation or suspension of your account registration does not affect any statutory rights.

Password & Security

11. When you register an account on this Website, you will be asked to create a password, which you should keep confidential and not disclose or share with anyone.

12. If we have reason to believe that there is or is likely to be any misuse of the Website or breach of security, we may require you to change your password or suspend your account.

Privacy Policy and Cookies Policy

13. Use of the Website is also governed by our Privacy Policy and Cookies Policy, which are incorporated into these terms and conditions by this reference. To view the Privacy Policy and Cookies Policy, please click on the following: [www.???](#) & [www.???](#)

Availability of the Website and Disclaimers

14. Any online facilities, tools, services or information that FIIT Training makes available through the Website (the Service) is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and/or faults. To the maximum extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality. FIIT Training is under no obligation to update information on the Website.

15. Whilst FIIT Training uses reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, we give no warranty or guaranty in that regard

and all Users take responsibility for their own security, that of their personal details & their computers.

16. FIIT Training accepts no liability for any disruption or non-availability of the Website.

17. FIIT Training reserves the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, any products and/or services available. These terms and conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

General

18. You may not transfer any of your rights under these terms and conditions to any other person. We may transfer our rights under these terms and conditions where we reasonably believe your rights will not be affected.

19. These terms and conditions may be varied by FIIT Training from time to time. Such revised terms will apply to the Website from the date of publication. Users should check the terms and conditions regularly to ensure familiarity with the then current version.

20. Neither FIIT Training nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

21. These terms and conditions together with the Privacy Policy and Cookies Policy contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the terms and conditions.

22. If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions will not be affected.

23. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

24. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

The telephone number of the business is +44 (0)7496 032050.

The email address of the business is fi@fiittraining.co.uk

The postal address of the business is Fiona Beecham t/a FIIT Training, c/o NGMA, 18 East Street, Southampton, SO14 3HG