

IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE STARTING TO USE THIS WEBSITE OR OUR SERVICES

TERMS AND CONDITIONS OF USE

Your use of this website and the documents, files and other information available through it is subject to the following terms and conditions. It can be amended by us from time to time. By using our website you are confirming that you accept these terms and that you agree to comply with them. If you do not agree to these terms and conditions of use, you must not use this website.

All electronic links to any part of this site require our consent. Please email requests to . Where consent is not obtained we reserve the right to remove any link at any time.

1. GENERAL

1.1 References on this website and in these terms and conditions to:

1.2.1 “South Lakes Fitness and Cycling” or “South Lakes Fitness” or “South Lakes Cycling” or “we” or “our” or “us” shall mean South Lakes Fitness and Cycling or its affiliated undertakings;

1.2.2 “Classes” means any exercise class provided by us or on our behalf at any of our Facilities or online, as published on our website from time to time

1.2.3 “Services” shall mean services available to you via this website, including the booking of Classes;

and

1.2.4 “You” or “your” shall mean the user of this website. If you are accessing or using this website in your capacity as an employee, director, officer, partner or agent of a corporate or unincorporated entity “you” and “your” shall refer to you and such entity. You represent that you are authorised to accept these terms and conditions on behalf of such entity and agree to be personally bound by these terms and conditions. You are also responsible for ensuring that all persons who has access to our website through your internet connection are aware of these terms of use and other applicable terms and conditions and that they comply with.

1.3 If you are a consumer or business user, please note that we only provide our website for domestic and private use. You agree not to use this website for any commercial or business purposes and we have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

1.4 Whilst we endeavour to ensure that content on the website is accurate at the date of publication, no warranties or representations are given as to its accuracy, completeness, reliability, suitability or quality. Content may subsequently be superseded, and we give no guarantees that content will be updated after the date of publication. As such, we accept no responsibility for the accuracy, completeness, reliability, suitability or quality of any content on the website and to the fullest extent permissible by law. We exclude all conditions, warranties, representations or other terms which may apply to our website or any content on it (whether express or implied) and all liability (save in respect of death or personal injury caused by negligence and for fraud) for any loss or damage caused by using or relying upon the content appearing on this website. In particular, we will not be liable to you or any third party for any indirect or consequential loss or damage. This will not include any financial loss, loss of profit, revenue or business, business interruption, loss of anticipated savings, loss of business opportunity, goodwill or reputation.

1.5 We do not guarantee that our website, or any content on it, will always be available or be uninterrupted. Access is permitted on a temporary basis and we may suspend, withdraw, discontinue or change all or any part of our website without notice. We will not be liable to you if for any reason our website is unavailable at any time or for any period.

1.6 We are the owner or the licensee of all intellectual property rights in this website and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. The design and layout of this website are protected by copyright, database right, design rights and other similar laws and may not be copied or imitated in whole or in part.

1.7 The trade marks, logos and trade names displayed on the website (“Marks”) are the property of South Lakes Fitness and Cycling. You are not permitted to download, copy, modify or use the Marks without our prior written consent.

1.8 We cannot guarantee that this website and its document delivery system will operate in accordance with your expectations or will be error free. If you are aware of any error on this website, please contact us by email at ren@southlakesfitness.com and we will endeavour to correct it.

1.9 We make no claims that any material contained on the website can be lawfully viewed or downloaded outside of the United Kingdom. Access to materials may not be legal by certain persons or in certain countries. If you are accessing the website from outside the United Kingdom you do so at your own risk and are responsible for compliance with laws in your jurisdiction.

1.10 It is our policy to virus check documents and files before they are posted on this website. However, we cannot guarantee that documents or files downloaded from this website will be free from viruses. Accordingly, for your own protection, you must use virus-checking software when using this website. We exclude to the fullest extent permitted by law, all liability (save in respect of death or personal injury caused by negligence and for fraud) in connection with (a) any damage or loss caused by errors, computer viruses, other malicious code or harmful components originating or contracted from the website (b) any interruptions in your access to the website.

1.11 You should only access this website using a computer linked to a secure network.

2. LIABILITY

2.1 When we carry out any health assessments and exercise questionnaires we may identify possible problems with you taking part in exercise and recommend that you seek and obtain medical advice. We are not responsible if you ignore our recommendations and continue to exercise or partake in classes or sessions.

2.2 By law, we do not have to pay you compensation for any service not being available (including, by way of example only and without limitation, for reasons of health and safety, or if the unavailability is for the benefit of our clients generally) unless this was due to or caused by our negligence.

2.3 By law, we do not have to pay you compensation for loss or damage you may suffer unless such loss or damage is caused by our negligence or failure to comply with applicable law.

2.4 We will not pay you compensation if we have failed to carry out our duties due to:

- 2.4.1 Your own fault;
- 2.4.2 The fault of someone else who is outside of our control or who is not connected with providing our services under these terms and conditions; or - Events outside of our control or which we could not have known about prior to their occurrence even if we had taken all reasonable care.

2.5 You must make sure that you can do the exercise provided by any exercise programme you follow or any mountain biking session or class you go to. You must not participate in any Fitness Class including all mountain biking sessions/guiding if you are suffering from any serious medical condition, have recently undergone surgery, are pregnant or are under the influence of alcohol or drugs.

2.6 You should consult your doctor before you start any exercise, exercise programme or class you attend and/or if you are not sure whether it is suitable and/or if you have a pre-existing illness or medical condition.

2.7 We cannot accept liability for theft or for loss or damage to you or your guest's property unless that theft or loss or damage was caused by our negligence. It is your responsibility to ensure that your valuables are safe. Wherever possible, you should avoid bringing valuables or large amounts of cash to classes or sessions.

2.8.1 Nothing in these terms and conditions excludes or limits our liability for:

- 2.8.1 Death or personal injury caused by our negligence or that of our staff; or
- 2.9.2 Fraud or fraudulent misrepresentation; or
- 2.9.3 Any other liability which we cannot by law exclude or limit.

3. MOUNTAIN BIKING

3.1 In order to attend any Mountain Biking classes or guiding you need to book in through email at Ren@southlakesfitness.com. Your session will not be confirmed until you have paid in full.

3.2 When signing up to a session you commit to attending all meeting points in good time. Should you be over 1 hour late for your session, South Lakes Cycling reserves the right to cancel without re-imburement of any monies paid.

3.3 Subject to the Regulations, payments for Classes are non-refundable unless otherwise stated in these Terms & Conditions.

3.4 Mountain biking involves elements of risk and discomfort. The completion of your participation represents acceptance of this. It is imperative that you ride WITHIN YOUR CAPABILITIES always. If you are unsure of your capabilities, you must walk when you are not confident riding. Your instructor (myself) will always respect your right to caution regarding your activity. It is a condition of participation that you always wear an approved safety helmet and agree to abide by the authority of the leader of the group. Should your instructor have any concerns that their authority is in question, they have the right to end the session without notice.

3.5 We endeavour to give you a safe, enjoyable and productive session and will never “tell” you to do anything you do not want to do, and you are under no obligation to do anything you may be asked to do. You are also under no obligation to stay for the duration of your session should you want to leave for any reason.

3.6 We will always be sensitive to any emotional, cultural or medical considerations on your session and will listen to any concerns you may want to have heard in private.

3.7 If you hire a bike You are responsible for looking after hire bikes and must notify us of any defects as soon as possible. You are liable to the bike hirer for any loss or damages to the hire bike. You must commit to return the hire equipment on time and in the same condition as you received it.

3.8 By participating, you confirm that you are fit to complete the activity and that you have informed us of any medical conditions affecting your participation. You must notify us of any specific medication and dietary requirements you need during the day. If your condition requires medicines or ongoing treatments within the timescale of your session, you must bring these medicines with you. Your instructor cannot administer certain medicines, you must be capable of this yourself or have someone present and designated who can.

3.9 A well-fitting, serviceable mountain bike is the minimum requirement for your session. Your instructor will do a basic check on your bike determining its suitability. Your instructor can adjust your bike, but not perform maintenance. Please make your best effort in bringing your bike in good condition. Your instructor will also check your helmet. If your helmet has any signs of visible damage, it will NOT pass it for use during the course. Please inspect your helmet beforehand and ensure that it is not damaged. If you know that your helmet had been in a crash but it is not visibly damaged, it is strongly recommended that you buy a new one.

4. REGISTRATION FOR CLASSES

4.1 In order to attend any Fitness Class you need to book in for a class through email at Ren@southlakesfitness.com. Your place is guaranteed once you have paid for the class.

4.2 Prior to your first class you must fill out the consent form and agree to these Terms and Conditions, including but not limited to the fitness, health and safety matters.

5. CLASSES

5.1 We reserve the right to cancel a Fitness Class booked by you at any time prior to the scheduled Fitness Class start time.

5.2 Fitness Classes and prices are subject to change from time to time but we will try to give you as much prior notice as possible of any such changes.

5.3 Class payments are non-transferable to any other person

5.4 Subject to the Regulations, payments for Classes are non-refundable unless otherwise stated in these Terms & Conditions.

5.6 Places in any Fitness Class are allocated on a first-come-first-served basis and are subject to availability. We cannot guarantee places will be available in any particular Fitness Class, nor can we reserve a place for you in any Fitness Class unless and until booked and paid by you.

5.7 If the Fitness Class you wish to attend is fully booked, we may add you to a waiting list. If a space in the relevant Fitness Class becomes available due to another person cancelling a booking, we will send an email to your nominated email address informing you that a space has become available in the relevant Fitness Class and asking you to confirm whether you wish to attend that Fitness Class. If you wish to participate in that Fitness Class, you can do so by responding to the email.

5.8 We reserve the right to refuse to accept your booking onto any Fitness Class at our absolute discretion.

6. ONLINE CLASSES

These terms and conditions apply to your purchase of online classes.

6.1 All payments for online classes need to be made up upfront before any sessions can commence via bank transfer.

6.2 All payments must be made in full and your place in the session will not be confirmed until you have done so.

6.3 Subject to the Regulations, payments for Classes are non-refundable unless otherwise stated in these Terms & Conditions.

7. PERSONAL TRAINING

These terms and conditions apply to your purchase of all personal trainer (Personal Trainer) sessions and/or consultations (Personal Training)

7.1 Payments, all payments for personal training need to be made up upfront before any sessions can commence.

7.2 All payments must be made in full, either in person or through bank transfer.

7.3 We require a minimum of 24 hours' prior notice of any cancellation of any Personal Training sessions. This can be done by contacting ren directly on 07866 261344. If you do not provide a minimum of 24 hours' prior notice, you may lose that session and no refund will be made to you.

7.4 Any rearranged cancelled sessions will be at a time agreed between you and the Personal Trainer.

7.5 Enquires must be made before purchasing personal training in person or online due to limited availability.

8. ONLINE PERSONAL TRAINING

These terms and conditions apply to your purchase of online coaching/classes.

8.1 All payments for online coaching need to be made up upfront before any sessions can commence via bank transfer.

8.2 All payments must be made in full and your place in the session will not be confirmed until you have done so.

8.3 We require a minimum of 24 hours' notice of any cancellations of your Online Coaching sessions. This can be made directly by contacting your trainer or emailing the studio. If you do not provide a minimum of 24 hours' prior notice, you may lose that session and no refund will be made to you.

8.4 Any rearranged cancelled sessions will be at a time agreed between you and the Personal Trainer.

8.5 Enquiries must be made before purchasing Online coaching due to limited availability.

9. CHANGES TO TERMS AND CONDITIONS

We may from time to time change these Terms and Conditions. Where the changes are of a minor nature, we will do so without giving you prior notice and we will use our reasonable endeavours to inform you as soon as is reasonably possible of any such change.

11. HOW WE USE YOUR PERSONAL DATA

We will only use your personal information as set out in our Privacy Policy ([link to privacy policy](#)).

12. COMPLAINTS

We always welcome feedback from you and, whilst we always use all reasonable endeavours to ensure that your experience as our customer is a positive one, we nevertheless want to hear from you if you have any cause for complaint. If you have any complaint about our Fitness Classes or any other complaint about us please get in touch with Renell Brennan at Ren@southlakesfitness.com