

We All Fit Ltd

Service Terms and conditions

We All Fit Ltd are dedicated to offering unique services that enable a life altering shift and empower healthier living practices. With outstanding client service & total professionalism we are proud of what we have to offer.

Please be aware that upon booking or purchasing a We All Fit service or product or by signing any term service commitment with We All Fit, declares your understanding & adherence to our Terms & Conditions of Service listed in this document.

Definitions 'The Owner' – We All Fit Ltd www.weallfit.co

'The Coach' – We All Fit Approved Fitness Coaches, Health Experts, Wellbeing Advisors, Personal Trainers, Mentors, Advisors, Event Speakers.

'The Client' – The purchaser of the services or products

'Services' – Any service listed on the We All Fit Website, offered by We All Fit Coaches, or offered at any We All Fit Facility.

Overview

1. These terms and conditions are to be used based on the website <http://www.weallfit.co>, the network <https://weallfit.mn.co> and any and all of the services and events provided by We All Fit Ltd. Services including and not limited to, personal fitness coaching, group fitness coaching, online fitness coaching and online fitness courses, nutrition advice and wellbeing consultations, discovery calls, educational courses, lectures, seminars, webinars or group wellbeing coaching, any public presentations, public talks, or programmes given or offered by the website or the We All Fit team, any information on the website or links from the website, and all blogs, scientific studies, journals and research posted on the website or blog.
2. These terms and conditions also govern the conditions of any agreement between We All Fit Ltd, the Coach and the Client. The Coach will be, respectively, the person carrying out the service and the Client will be receiving the service this includes, lectures, consultations, or programmes related to optimum-health, nutrition, fitness, one to one or group sessions related to personal fitness coaching, group fitness coaching, lone use of any We All Fit facilities and equipment, fitness classes, lifestyle health and nutrition consultation, food demonstrations, seminars, webinars wellbeing coaching telephone or video calls, emails and events. This includes any coordination with a health, medical practitioner or correlated person in the medical field however We All Fit Ltd will not be liable for any guest speakers or guest experts. Guest speakers and experts will not be covered by our terms and conditions.
3. The use of any of the service, program, event with We All Fit Ltd, will constitute the full and impartial approval and acceptance of these terms and conditions, and any dispute arising out of any agreement for services will be governed by the terms of this agreement. The terms of this agreement does not affect your statutory rights so long as you provide a notice in writing to the Owner with attested evidence of your complaint within seven days of the complaint arising.
4. This agreement is read 'as is' and will not operate retrospectively.
5. The We All Fit Team Members Obligation. The Coach has agreed to adhere to We All Fit Terms & Conditions and offer We All Fit Clients a safe, realistic and practical service. The clients unique requirements will be requested and must be made known to the coach to ensure a

safe and effective approach so far as is reasonable. The Coach may create a personalised routine or programme for the Client taking into account unique factors including the clients age, gender, body type, body metabolism, specific diet, weight, oxidative stress levels, environmental implications, overall health, any specific health problems, injuries, fitness level, mental state and all unique characteristics of the Client.

6. We All Fit coaches are responsible for the creation of routines, and programs tailored towards any general or specific outcome/s the Client would like to achieve from their selected We All Fit service. Eg. Weight loss program up to 10 weeks, UWCB event training of 3 months.
7. We All Fit coaches are not responsible for and will not be held liable for any injury or illness resulting from any unexplained or unknown medical condition at the time of the formation of the agreement. This includes any heart condition, skin condition, disease, disorder, blood condition, bone and joint conditions, respiratory conditions, mental conditions and/or any other illness. You are strongly advised to seek medical advice regarding our services and disclose the recommended approach you have been offered by the coach before agreeing to work with We All Fit Ltd. If you have ANY medical conditions you are aware of; you are required to make our team members aware of them on the issued Physical Activity Readiness Questionnaire (PARQ). Failure to bring your conditions to the teams attention could result in serious injury or aggravated illness. We All Fit will not be liable for any illness or injury that occurs before, during or after coaching, mentoring or advising.
8. The Coach will use expertise and experience to offer the most safe and effective way possible to enable our client to reach their unique goals. At no time will our client be placed in any danger through extreme measures. The Client understands that no particular result can be guaranteed from any issued routine, course, program or event from We All Fit. The Client or Participants results will vary individually. The client acknowledges that the success of any We All Fit service, personal fitness assistance, online course, mindset mentoring, event or group fitness depends on the effort, time, application of techniques, the active use of the learnt tools, schedule adherence and the belief committed to the results. This includes and is not limited to, the Client being open to and making a conscious effort in applying the expertise offered by the coach or mentor, attempting the coaches instructions and progressing with the exercise programme, adhering to the agreed schedule and implementing techniques based on the advice and guidance given by the coach. Performing to client's unique ability is what our team does best, you will at no time be required to do anything that causes pain or likely injury. The Client is encouraged to speak out and say stop when necessary.
9. The relationship between the client or participant and the Coach must remain professional and adhere to the terms of this document. Any behaviour that violates the The Consumer Rights Act 2015 by any coach must be reported within 48 hours to the We All Fit Admin Team on +44 07440364788 or via email beunique@weallfit.co . We All Fit will not be held liable for any behaviour violations made by any coach. All legal action and disputes will be the responsibility of the individual coach.
10. Any service provided by We All Fit Ltd can be cancelled at any time by We All Fit Ltd or by the coach providing service to the Client with a 48 hour notice, except where there are emergencies or a deemed breach of agreement and then a instant cancellation will take place immediately with the possibility of a delayed notice. The coach has the right to refuse the client any further service if there is any imminent threat to life or wellbeing of the coach.
11. The agreement between the Client and the Coach is confidential and any information given to the coach in confidence will not be disclosed with any third party. Only information pertaining

to the clients progress and individual service needs will be raised with the We All Fit Team in hope of giving the client the best possible service.

12. The Clients Obligation. The Client understands that they are advised to commit to the programme provided by the Coach to enable achievement of optimal, sustainable results. This includes, arriving to training on time (arriving late will mean a shorter session), completing each training session with maximum, safe effort, taking on and addressing points from consultations or advice given as part of the session, giving feedback on any problems, concerns or ideas encountered during the training, applying any advised practice regarding home activities, and implementing the provided nutrition advise according to the coaches expertise. This will all enable a sustainable and impressive result, given to adherence to the program.
13. The Client is responsible for making known immediately any experience of pain, dizziness, discomfort or ill feelings before or during the session. The client withholds all the power to stop the session when feeling any fear or high risk of injury or illness. At no time the client will be forced to do anything that is painful or above the clients comfort ability.
14. The client agrees to and is required to wear appropriate clothing and footwear during Physical Fitness Sessions. Inappropriate footwear or clothing will result in the Client being ineligible for participation due to risk of injury for which the Coach will not be held liable. The will ask the Client to change into appropriate attire in order to conduct the session. If not, the session will be declared a 'No Show' and is not refundable or eligible for a reschedule. Please contact We All Fit for support and advice on suitable footwear and clothing for fitness coaching.
15. The Client acknowledges and consents to sole responsibility for informing and updating the Coach, on the Clients health, in the past, present, and future, that could affect your ability to exercise safely and with minimal risk of injury. The client agrees to make known any health changes to the coach or directly to the We All Fit Team.
16. The Client agrees to fill out the PAR Q (Physical Activity Readiness Questionnaire) to the best of their knowledge before taking part in any fitness taster session and before any booked session. No coaching will be given until the PARQ is completed and received by the We All Fit Team.
17. The Client understands that there are ongoing risks in participating in any level of Physical Fitness activities and there are circumstances that present risks at events. By purchasing any We All Fit service the client agrees to this indemnity agreement and holds harmless the Coach and We All Fit Ltd for any injury or illness sustained or claiming to be sustained, any loss of property or assets whilst participating in any service provided by We All Fit Team. The Coach cannot be held liable in any way for undeclared or unknown medical conditions. Please complete PARQ before taking part in ANY We All Fit activity or participate at your own risk.
18. The Client acknowledges that We All Fit Ltd will approve appointments online, in person, via text, phonecall, through the pay to book platform on the website www.weallfit.co , on the network www.weallfit.mn.co , via social media direct messaging or through sales platforms such as Groupon, Virgin Experience etc. All payments are non-refundable.
19. The client acknowledges and agrees that the Personal Fitness Assistance and Personal Wellbeing Services provided by We All Fit Ltd are created and tailored towards the Clients individual requirements, abilities and take in to consideration the information provided on the completed PARQ.

20. The Client is 100% liable where they do not maintain sufficient communication with their chosen Coach.
21. The client is 100% liable where results are unsatisfactory. This can be due to lack of interest, attendance & then lack of application of the expertise or form given and advised.
22. The Client acknowledges the sole responsibility for keeping their preferred method of contact and personal information with We All Fit Ltd and assigned Coach up to date.
23. The client agrees to make all payments before the scheduled date if there are scheduled banking interruptions such as bank holidays, or known circumstances that will hinder payment on the payment due date; to avoid late payment interest fees.
24. The Client agrees that entering the We All Fit website is entirely at their own risk and discretion. Any malware, computer virus, or unwanted software that the Client may receive as a result of visiting or downloading information from this website is entirely their responsibility and We All Fit Ltd will not be liable for any damage or loss that may result.
25. **Force Majeure** – The agreement between We All Fit Ltd and the Client can be breached due to any circumstances defined as a 'Force Majeure' - *Force majeure* is a common clause in the agreement which frees both parties from [liability](#) or obligation when an extraordinary event or circumstance beyond the control of the parties, such as a [war](#), [strike](#), [riot](#), [crime](#), [epidemic](#), illness or disease, injury or sudden legal changes prevents one or both parties from fulfilling their obligations under the service agreement. In practice, *force majeure* clauses do not excuse any party's non-performance entirely but only suspend it for the duration of the *force majeure*. Any unforeseen circumstance which is outside of the client and the Coaches control, that was unexpected or without deliberation, any tragic event such as the passing away of a loved one or relative, any emergency family event or natural disaster. This is done to protect both the Client and the Coach. The Session will be rescheduled and resumed at the closure and fulfilment of the unforeseen event. Any unforeseen event as such will not be considered a breach of contract and will not be refundable. Instead, the Client and the Coach will have the opportunity to reschedule the Session or resume the booking within the accepted time frame for the circumstance.
26. **Freeze clause** – If the Client or the Coach becomes ill, have a health problem or disease or any related problem that forces them to stop training, then they are entitled to freeze the training for up to 12 months, or another coach will be assigned to the client if the coach needs to issue a freeze clause. If more than 12 months are needed, there will be a renewed agreement between the parties. There will not be a refund. The client or Coach should notify the other of unforeseen circumstance and ensure that the parts of the programme that can still be completed such as the online sessions, Mindset and Nutritional Wellbeing are still completed. Freezing the programme will not entitle the client to a refund, and the Coach and Client will be able to resume training at the appropriate time when their health problem or related issue is resolved. Any request for a freeze clause from a coach must be made in writing and approved by the We All Fit admin before commencing issuing the clause to a We All Fit client. The client must request for a freeze clause from We All Fit admin in writing and upon being eligible and approved by the We All Fit admin will be accepted and actioned.
27. **Block Bookings**: The Coach will adhere to the Clients booking with a maximum block booking for Personal Wellbeing Assistance being 18 Months. After the block booking expires, the outlined agreement will be void and the client will have the option of rebooking and signing a new agreement. The Client will in addition make all effort to maintain effective communication

with the Coach to complete their block booking in the threshold timeframe in a progressive and productive manner; or sessions will be expired and are non refundable.

Please refer to Table below.

Block of X Sessions	Minimum Accepted Scheduled Sessions Per Week	Unscheduled Sessions Expiration Timeframe From Booking Date	NOTE
10 - 18	1	12 Weeks	Sessions will not be carried forward into a new block booking. All sessions remaining over the time frame will be expired and are non refundable. Minutes will not be carried over into another session - finishing a session earlier than agreed will be by clients choice - the full session must still be paid for.
18 - 25	2	16 Weeks	
25 - 70	2	6 Months	
For larger blocks - contact We All Fit Team directly.			

28. **Payment.** All sessions, services and events with We All Fit Ltd require advanced payment. We All Fit will not hold any spaces or service bookings based on an applicants 'word of mouth' - to secure a space or a booking a non refundable deposit will be required if the service amount cannot be paid in advance. A We All Fit team member will disclose the deposit amount based on the service or course you will be investing in.
29. All bookings; pay as you go bookings, block bookings, subscriptions and single bookings, require advanced payment. Until payment is made your booking remains as a pending status. Payment must be made at least 48 hours before the first scheduled booking; failure to do so will result in a rejected status and a breach of agreement. You will still be charged for this session as per agreement. If you feel that you need to apply for special circumstance support due to being unable to pay for your required service in advance of your booking, please contact the We All Fit Admin Team directly.
30. We All Fit have an option of Instalment payment with a 50% minimum non refundable deposit, and the minimum instalment plan of 10% of block booking price being paid per month as per agreement. The outstanding balance must be paid before the end of the service date based upon agreement or before the final booked session. If you need to apply for special circumstance support, please contact the We All Fit Admin Team directly. Each payment must be made on the date it was agreed to be paid (e.g. 1st of each month for 6 months) Clients are welcome to set up a direct debit and will be sent an invoice 4 weeks before payment is due as a reminder.
31. The Client is encouraged to give advanced notice of the possibility of a late payment. Failure to provide warning will result in the application of a late payment fee. A reminder to pay will be sent to the client at the two days overdue point, failure to pay within the following 48 hours will activate overdue interest fee. 2.5% of the invoiced amount will be added for every day the balance remains outstanding after 4 days. 5% of the invoiced amount will be added every day for the outstanding balance after 2 weeks of the missed payment. Late payments will be actioned for legal dispute after 6 months of no payment.

32. If payments are not received or confirmed as paid (evidence of a transfer or payment needed) to We All Fit Ltd within 5 working days following the reminder of payment date notice sent by the We All Fit Admin; all sessions will be stopped and access to any platform involved in your payment will be restricted until the payment is made.
33. **Refund Policy.** We All Fit has a no refund policy. Upon making payment, clients or participants accept that the funds are 100% non refundable. If a mistake is made on the purchase of a service, a transfer of service can be requested and will be activated by the We All Fit team if a reason qualifies. Misunderstanding timings, a service description, not liking the coach, not enjoying the course or sessions or a change of mind does not qualify for a refund.
34. **30 Day money back guarantee.** We are incredibly proud of what we offer as a service, and upon your commitment and application of our teams coaching instructions, guarantee a unique life altering shift in your daily lifestyle, performance and much more. In the rare case of any service, event or course failing, we are more than happy to refund you your FULL PAYMENT within 30 days of application being successful.

Terms apply:

- The participant must show record of purchased ticket, course or paid booking.
- Evidence must be provided to show 100% attendance in accordance with the course, sessions or events recording system.
- Evidence must be provided and must coincide with We All Fits recording systems to show that the course, event or sessions were attended as per the course or program design. Course example Day 5 of the 21 Day Fitness Course must be shown as completed exactly 4 days after completing Day 1. If Day 5 was completed less than 4 days after day 1 or more than 4 days after day 1, your money back guarantee will be void. Block booked sessions example - if you are booked in for 2 sessions per week for 10 weeks and on week 3 you only took part in ONE session, your money back guarantee will be void.
- Evidence must be provided and must coincide with We All Fits recording systems to show that every session or event was completed in it's designed entirety, warm up, workout and cool down partaken and completed, at events every part of an event must be attended. Not being present or missing any part of a session will make the guarantee void.
- Injury and illness is not covered by this guarantee.
- Our events and sessions are designed by experts and are scheduled specifically to avoid injury or aggravation. If any participant becomes injured or aggravated it will be due to: misuse of equipment or kit, misunderstanding of information or performing movements incorrectly and in an unsafe manner, wearing inappropriate clothing or footwear.
- Evidence must be provided and must coincide with course, session or events coaches clothing and footwear instructions. Failure to wear appropriate footwear or clothing during events or sessions will make the guarantee void.
- Evidence must be presented to show that there was ZERO improvement or alteration. All evidences listed must be provided and must show a collective ZERO improvement status :
 - Before and After Photos
 - Body Weight record showing weight before event, course or block booking and weight after before event, course or block booking.
 - Test Day results showing the same results before, during and after the event, course or sessions.
 - PAR Q form completed before the event, course or block.
 - All course designed participant documentation 100% completed on the designed dates and showing ZERO changes.
 - Testimonial from a We All Fit coach, mentor or advisor claiming the client or participant has shown ZERO improvement at the end of the course, event or block.
 - Evidence showing that alternative measures have been implemented upon noticing ZERO improvement within the scheduled timeframe, such as on week 4 of a 10 week program.

- Completed and submitted review, feedback or complaint contact form at the earliest point of noticing the We All Fit courses, event or sessions making ZERO impact on the participants daily lifestyle, body, mind or soul.
- Evidence showing daily intake during the event, course or block.

In the event of a successful '30 Day Money Back Guarantee' application, the refund will be made by the means the Client used to pay for The Service, event or course and will only be paid to the same card that the payment for the Services was made from. We All Fit Ltd or the Coach will be held harmless from any liability. In the event of a cash or cheque refund request, or refunding to a different card or system, 2 forms of photo ID will be required and 1 proof of address.

35. **Special offers or discretionary discount** offered by the discretion of the Coach is solely at the Coaches discretion and is therefore not binding. We All Fit Ltd will not be held responsible for any discretionary agreement made between the Coach and the Client outside of the We All Fit Ltd T&Cs. We All Fit should be made aware of any agreement made between the client and the coach ensuring full responsibility of the agreement is given to the coach, leaving We All Fit free of any liability for the said offer. Special offers must be used in accordance with the stated offer and cannot be applied to services that are not on offer.
36. Special Offers – On special offer deals there are no refunds. The Physical Fitness Coach/ Wellbeing Advisor will not offer refunds on Special Offers made by We All Fit Ltd. If a mistake is made, your funds can be transferred to another service, event or product. Where a special offer is given, it will be clearly stated on the invoice to the client or on the receipt after purchase or booking. Special offers given to clients by the discretion of a Physical Fitness Coach/ Wellbeing Advisor is not covered by We All Fit Ltd Terms and Conditions and will be agreed upon between the Client and the Physical Fitness Coach or Wellbeing Advisor. We All Fit Ltd will not be liable for any discretionary special offer deals made between a client and the coach in private.
37. The provisions of this disclaimer does not affect your statutory rights provided you bring a claim within seven days in signed writing containing irrefutable and exceptional evidence of your claim to We All Fit Ltd Admin.
38. **Cancellations**. Cancellation of any booking, session/s, event or course will not be refundable. Re-scheduling a Session must be done at least 48 hours before any session or it will not be rescheduled, unless covered by Force Majeure.
39. General. The contents and provisions of this Agreement are governed by the laws of the United Kingdom, and any dispute arising from the provisions will be adjudicated by the courts of England and Wales.
40. If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.
41. In order to comply with the Data Protection Act 1998, the Coach will not disclose any personal or sensitive information held about you with any third party.

42. Where there is an updated version of these terms and conditions, the updated terms and conditions will take precedence and will be binding on the Client. Any previous terms and conditions will be nullified where there is an updated version and the updated version will then be used to solve any dispute between the Owner and the Client. The Client will be made aware of any terms and conditions alterations.
43. The Client understands that the provisions of this agreement are to enable peace of mind for the Client, and to ensure the Client is well equipped for their respective requested service/package. The Client therefore agrees to adhere to the terms and conditions of this agreement. The Client expresses their agreement to the terms and conditions by signing a We All Fit service agreement or by making a course purchase or by purchasing an event ticket.
44. **Filming, photos, voice and all forms of recording.** Clients, participants or facility users will be exposed to some form of recording. A member of the We All Fit Team will announce that there is going to be some form of recording or photography to allow anyone unwilling to be recorded to remove themselves from the scenario, recording or session. We All Fit own the rights to all recorded property and are not responsible for protecting anyone's imaging privacy. In the event of anyone not wanting to be in a recording they will be warned to remove themselves. Anyone wishing to have their personal photos or recordings private will be required to submit this request to the We All Fit team in writing. All group recordings that include anyone who agreed to the recording and then change their mind in the future will be void of removal request. All media will be used respectfully by the We All Fit team to portray the truest image of We All Fit as a business, services and sessions.
45. In the event of We All Fit Ltd recording video footage, taking pictures a notice will be sent out to all facility members, course participants and clients, a warning or sign will also be posted within the centre. Rejection forms will need to be signed by anyone not willing to be in any part of the recording to protect the client's data protection rights and to protect We All Fit Ltd from any accusations. Anyone rejecting recording or photo taking will be asked to keep their cameras off or to sit in a different area of the seminar room, or to leave the area covered by the camera.
46. The coach will ask the clients for permission in the event of recording video footage or taking pictures during Personal Fitness Assistance Sessions, Group Fitness sessions, Injury rehabilitation, Fitness Classes, Wellbeing Sessions and any hosted services or events. Circumstances where this might occur: - video/movement analysis - Creating clients unique picture/video library - Creating clients training portfolio - To motivate and inspire client - Creating a Professional Personal Fitness Coach Profile any recorded work will be made available to the client via a link or through documents via email. The client agrees and understands that any footage and pictures shared by We All Fit are for sole use ONLY and will NOT be used in any other purposes by the client, such as commercial, licensing, selling, distribute, business or any other purpose that will impede We All Fit Ltd services, brand and image. The client MUST take all necessary precautions to safeguard ALL the content shared and is directly responsible and liable in the court of law for intentionally and unintentionally breaching this agreement.
47. **Feedback and Testimonials** – Clients understands and agree that We All Fit Ltd has the right to use in full, segments or parts, your feedback on any We all Fit Ltd service, course, product or event. You fully reserve the right to your anonymity on your feedback or your name can be written with initials, on your request, We All Fit agree to abbreviating names on the website. However, you fully agree that your feedback will be used by We All Fit in the Testimonials section and other appropriate section of the website and any source of advertising, such as social media or business advertising platforms. Your feedback or reviews will also be eligible to

use by the individual Coach or Wellbeing Advisor. We All Fit Ltd reserves the right to update galleries regularly, and to add and remove testimonials as seen as appropriate without making it known to the client.

We All Fit are dedicated to providing a professional service to our valued client.

We look forward to working with you.

In the event of you needing explanation or support with our Terms and conditions please contact the We All Fit Team admin - Danielle Yon via: +44 07440364788. beunique@weallfit.co. Direct message on the We All Fit Network.

Thank you,

We All Fit

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10th August 2021
Leyton High Road
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