

## **Active Growth Ltd of 8 Patterson Road, SE19 2LD (“we” or “us”)**

### **Agreement**

1. Please ensure that you read this agreement carefully as not only does it form the legal relationship between us, it also provides useful information about the practical side of your classes. [When you sign this agreement (or if you fail to do so, by attending the first class)] OR [If you are booking and paying online, our acceptance of your order will take place when we email you to accept it, at which point] this document will constitute a legally binding agreement between us.

### **Your health**

2. We are not medical professionals and cannot advise on whether you should join the classes or not. If you have any concerns at all about your health and undertaking the classes, you should consult your doctor or other medical professional. You should notify us at the outset of any medical conditions that you have or any concerns that you have about participating in the classes. If we have concerns about your health and/or ability to participate in the classes, we may require you to leave the class.

### **Suitable attire**

3. You must attend the classes wearing suitable attire for the class, as advised on our website. If you do not do so, we reserve the right to require you to leave the class.

### **Classes and cancellations**

4. Our classes are scheduled for 90 minutes. The Classes will take place at the times and on the dates set out in our schedule on our website. We reserve the right to change our timetables and scheduled classes and will provide you with as much notice as possible of this. Please ensure that your email address and other contact details are up to date at all times and email us at [info@activegrowthltd.co.uk](mailto:info@activegrowthltd.co.uk) if you need to provide us with updated details. We may post revisions to the timetable or the scheduled classes on our website [www.palacepaddlers.co.uk](http://www.palacepaddlers.co.uk) so please check our website regularly.

5. All classes will take place at Pinewood Scouts Activity Centre, CRO 5AJ, unless you are notified otherwise.

6. It is very important that you turn up for the Classes on time. Please plan to arrive early in case of heavy traffic or some other delaying factor. Unfortunately, if you arrive late for your Class, we will not be able to continue past the scheduled end time nor provide you with a refund. You may not assign your place in a class to another person.

7. We may ask you to complete a questionnaire before we meet for the first time and at other times during our classes. It is very important that you answer these questions honestly and completely as these answers will be the foundation for our classes.

8. If you need to cancel a class, you may do so without charge if you provide at least 24 hours' notice to us. You must give us this notice by calling **07795087936**. If you provide less than 24 hours' notice of cancellation or miss a Class, you will be charged the full payment for that Class.

9. Although the Consumer Protection (Distance Selling) Regulations 2000 ("Regulations") may apply to the provision of services provided under this agreement, you agree that we may commence the performance of the services before the end of the 14 day cancellation period referred to in the Regulations. If we have already started work on the services by the time you cancel the agreement, you agree to pay us any costs we have reasonably incurred in starting to perform the services. If we have provided the services in full before the expiry of the cancellation period, then you lose the right to cancel. If you cancel this agreement and we have not commenced performance of the services and you have made any payment in advance for services that have not been provided to you, we will refund these amounts to you. Subject to the above, you may cancel this agreement at any time within the cancellation period by using the Form of Cancellation set out in the Appendix to this Agreement.

## **Fees and payments**

10.1 We may increase our fees from time to time including on an annual basis with effect from each anniversary of the date of this agreement in line with the percentage increase in the Retail Prices Index in the preceding 12-month period, and the first such increase shall take

effect on the first anniversary of the date of this agreement and shall be based on the latest available figure for the percentage increase in the Retail Prices Index.

### **Third party venues**

11. We hold our classes at venues owned by third parties. You agree to comply with their rules and policies, especially in relation to Health and Safety and fire regulations. You agree to reimburse us for any loss that we suffer as a result of your actions or inactions at a third party venue.

12. If you bring your personal belongings to classes, you are responsible for their safety and we shall not be liable for any loss, damage or destruction to such belongings.

### **Data Protection**

13. We comply with data protection laws in relation to your personal data. Please see our Privacy Notice **[LINK TO PRIVACY NOTICE ON YOUR WEBSITE]** for details of how we use your personal data.

### **Intellectual Property**

14. We are the owner or the licensee of all Intellectual Property Rights and all other rights in the materials and content that we use within the classes and nothing in this agreement or otherwise shall operate to transfer the ownership of the Intellectual Property Rights in such material or content to you or to any other. You may not at any time copy, reproduce, publish in any form, share, sell, dispose of or otherwise make available to a third party in any way any of the content or materials that we use in the classes. We grant to you a limited, non-exclusive, non-transferable, non-sub licensable revocable licence to use all or any of the content or material used in the classes for the purposes for which the classes were provided only.

15. You may not without our prior written consent make any audio and/or visual recordings of all or any part of our classes. We may make audio and/or visual recordings of our classes with your permission.

## **Liability – READ THIS SECTION CAREFULLY**

16. Nothing in this agreement shall limit liability for death or personal injury caused by negligence or by fraud or fraudulent misrepresentation or for any matter for which liability cannot be legally excluded or limited.

17. The services shall be provided with due care, skill and ability. Other than this, all warranties and representations are excluded to the fullest extent permitted by law. You must make us aware of any medical condition that may impact upon your ability to participate in the classes or that may impact on your health in the classes.

18. There shall be no liability for any loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of corruption of data or information or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses suffered or incurred by you as a result of you entering into this agreement.

19. Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this agreement shall in all circumstances be limited to the total price paid by you for the classes in the 12 months preceding any claim.

20. If we are prevented from or delayed in performing my obligations by your act or omission or by any circumstance outside of my control, we shall not be liable to you for any costs, charges or losses sustained or incurred by you that arise directly or indirectly from such prevention or delay.

21. The provisions of this liability section shall survive termination of this agreement.

## **Termination**

22. We may terminate this agreement at any time on immediate notice to you. If we do so, we will provide a pro rata refund for any Sessions that have not been used at the time of termination. You may terminate this agreement on 30 days' written notice if we are in material breach of any of the terms of this agreement and following your notice of such

breach have not remedied such breach within 30 days of such notice. You may also terminate this agreement on 7 days' notice if we increase our fees in excess of the amount provided for in clause 10.2 above.

**General**

22. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

**I hereby agree to these terms and conditions**

.....

**Signature**

**Date**.....

## **APPENDIX**

### **MODEL CANCELLATION FORM**

*(Complete and return this form only if you wish to withdraw from the contract)*

To Active Growth Ltd, 8 Patterson Road, SE19 2LD - info@activegrowthltd.co.uk

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following goods [\*]/for the supply of the following service [\*],

Ordered on [\*/received on [\*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate