

TERMS AND CONDITIONS BODYMORPHFITNESS LTD

Bodymorphfitness Ltd known here on as BMF accepts bookings subject to the following conditions.

DEFINITIONS AND INTERPRETATIONS;

1:1 Bodymorphfitness Ltd is the service provider and is also referred to as BMF, we, us, our and 'the company'.

1:2 Agreement refers to these terms and conditions.

1:3' Booking' means a booking made by the client with BMF for our services be it via the telephone, email, post, text or fax.

1:4 'Client' means the person or company who makes a booking with BMF as listed on the booking form.

1:5 'Contract' means the Contract between the client and BMF whereby BMF provides the client with its services.

1:6 'Deposit' means an amount of 30%of the total fees as agreed by BMF and the client.

1:7 'Services' means the services provided by BMF to the client under the terms of this contract.

1:6 The subjects indicated in the singular shall also include the plural and vice versa. Similarly, wording in the masculine shall also include the feminine form.

1:9 The headings contained in these terms and conditions are for reference purposes only and should not affect their interpretation and shall not be deemed to be any indication of the meaning of the clauses to which they relate.

1:10 The term 'All Inclusive' refers to accommodation, meals and programme. Alcohol is not included in the package.

2 ACCEPTANCE:

2:1 Upon issue of written confirmation of the booking between BMF and the client, a contract of services is made between both parties.

2:2 All agreements on the part of either of the parties which are made up of more than one person or entity shall be deemed jointly and severally liable.

2:3 The contract is subject to these booking conditions which the client has acknowledged, fully read and deemed to understand. These arrangements can only be amended in written confirmation between both parties. This excludes any verbal agreements. No verbal representations made by BMF shall be relied upon by the client.

3 BOOKING FEE AND PAYMENT:

3:1 To place a booking BMF requires a completed booking form and/or individual information form with the booking deposit fee. Clients booking by telephone or email or fax will have been deemed to have read the booking conditions and to have signed the declaration on the individual information form. A booking is accepted and becomes binding only from the date when BMF has confirmed acceptance in writing by means of a confirmation of booking email or letter. BMF reserves the right to decline any booking at their discretion. Email and telephone bookings are treated as provisional and are only confirmed once the funds have cleared in the BMF bank account.

3:2 A deposit of 30% must be received and cleared in the BMF bank account for a booking to be reserved. If the client wishes to amend part of the programme this may incur further charges. The client will have been deemed to have understood the Terms and conditions once a booking has been made.

3:3 The balance of the course must be paid within 4 weeks of the course start date, unless otherwise agreed between both parties in writing. In the event the client does not pay the balance within this time, the booking will be deemed cancelled and the course place re-advertised.

3:4 The whole course fee is required to secure a booking made within 4 weeks of the course.

3:5 We reserve the right to decline a booking at our discretion if we so wish.

4 CANCELLATIONS:

4:1 The client may cancel this agreement at any time. Cancellation charges will be calculated from the date written notification is received by BMF and shall be calculated as a percentage of the total price and shall be based on the following. The cancellation must be received by BMF in writing.

- Amount payable 6 weeks or less total fee
- Less than 12 weeks 75% of the total fee/ full cost will be due to BMF
- There is a 30% handling fee of the full course price if we receive notice of cancellation or reschedule/transfer more than 21 days in advance of the scheduled course date
- If you cancel or want to reschedule/transfer 14 days or less in advance for any reason there are no refunds. There are no exceptions.
- Participants who do not attend the course forfeit the full cost.

5 CANCELLATION BY BODYMORPHFITNESS LTD:

5:1 Bodymorphfitness Ltd will always endeavour to ensure courses are run on the date specified. However we reserve the right to cancel bookings in certain circumstances and if this happens, the client will be offered an alternative date or be entitled to a full refund. (Pro rata refund/price increases as appropriate)

6 FORCE MAJEURE:

6:1 Both, parties shall be released from their respective obligations in the event of national emergency, war, riot, act of God, civil commotion, malicious damage, flood, storm, fire, adverse weather, failure of utility services or transport network, default of any supplier or subcontractor, industrial dispute or strike or any other act omission, event or accident beyond the control of Bodymorphfitness Ltd or the client.

7 CLIENT RESPONSIBILITIES:

7:1 Transfers to and from the course location are not included unless otherwise stated by BMF.

7:2 The client is responsible for his own personal clothing, footwear, toiletries and medical items. A recommended kit list will be provided to the client but this is not a final or exhaustive list.

7:3 The client must inform BMF in writing (prior to the start of the course) of any health, mental or personal issues that may affect their personal performance on the course, may make them unsuitable to participate in the services or activities provided, or cause medical problems, injuries risks or fatalities to themselves or others. Failure to disclose such information may result in BMF terminating the client's contract on the course without refund. If BMF has reason to believe a client's health or personal safety, or that of other clients on the course, is at risk we may terminate the contract immediately without refund.

7:4 The client is to fully abide by any rules or instructions by BMF, the Directors and contractors with regards to safety and proper practice.

7:5 The client understands that any activity or service provided by BMF may involve a certain degree of risk and could result in injury or fatality.

7:6 It is recommended that all clients have personal accident and cancellation insurance prior to attending the course.

7:7 Acceptance of authority: Partners employees and staff of BMF will use their best endeavours to resolve problems to the benefit of the client as a whole. The client must refrain from any conduct that may give offence or cause danger or damage to any person or property. If BM For any of its suppliers suspect a client is in breach of this obligation. Likely to breach it or is otherwise unfit to participate BMF or its suppliers may in their absolute discretion, refuse the booking or have the client removed from any property or facility. BMF will owe the client no liability in such circumstances and the client will be solely responsible for any costs incurred.

7:8 The course Director/Directors may require an individual or a number of persons to leave the group if they believe that the client's health and safety are at risk, if an illegal act has been committed, or the client has behaved in a way as to endanger safety, enjoyment or the welfare of the group as a whole. In the event of this action the client involved shall not be entitled to any refund from BMF and will be required to meet all expenses involved in their immediate extraction

8 SERVICES:

8:1 Conditions: As part of the continual review of safety and associated considerations the conditions of booking are subject to change clarification and modification at any time. Only the course Director/Directors or their appointed deputy is empowered to vary or waive any of the Conditions of Booking. Such decisions are totally at the discretion of the course Director/Directors or the appointed deputy. BMF reserves the right to amend the content of the services it supplies at any time without notice to the client due to factor including, but not limited to, the clients physical fitness, weather or qualifications, experience of the clients and staff employed or hired by BMF.

8:2 Bodymorphfitness makes every effort possible to accurately reflect its service on our website and any related marketing materials; however, at times it may be necessary for us to amend any part of the course or services provided.

8:3 If client chooses not to participate or accept any part or all of the services or activities provided by BMF, we are not obliged to offer any suitable alternative and the client will not be entitled to a refund.

9 AMENDMENTS;

9:1 Bodymorphfitness Ltd reserves the right to change any price or other particulars of the services provided to the client. The course manager or contractor may also amend the course as required.

9:2 If there is significant change in the course content such as the course location or programme of activities, BMF will endeavour to notify the client forthwith although this is not an obligation. BMF shall seek to offer the client arrangements as close to the original as possible or as is reasonable in the circumstances, an alternative date or a pro rata refund based on services amended.

9:3 This contract is non transferable.

10 COMPLAINTS

10:1 If there is a problem during the course or with the services provided, the client must report it in the first instance to the course manager or leader. If the problem remains unresolved then the issue should be reported immediately to Bodymorphfitness Ltd so all efforts can be made to resolve the problem efficiently. In the unlikely event that the problem still cannot be resolved and the client wishes to make an official complaint then BMF must be notified in writing within 14 days after the services have been provided. Please include; your booking reference number/party details and exact full details of your complaint in your letter also include your daytime and evening telephone

numbers and mobile if applicable. Failure to take these steps will prejudice our ability to resolve your problem and/or investigate it fully therefore any right to compensation you may otherwise have had will be lost or substantially reduced. If the above steps are not adhered to the client will be unable to take further action against BMF.

11 LIABILITY

11:1 Bodymorphfitness Ltd, nor any of its associated Directors, employees or contractors shall not be liable for the death, injury or loss or damage to the client or client's property. This does not exclude or limit liability to you for injury or death resulting from our negligence or that of our employees.

11:2 None of the exclusions and limitations in these conditions are intended to limit any rights the client may have under statute or common law.

12 MEDIA

12:1 BMF reserves the right to take any photographs, recordings or testimonials of clients during activities of services provided. All associated rights shall be solely owned by Bodymorphfitness Ltd and may be used on its website, marketing and promotional materials.

12:2 The client shall not produce written, taped or photographic content or commentary without prior permission in writing to BMF

13. CONFIDENTIALITY

13:1 The client shall not use information gathered from Bodymorphfitness Ltd for commercial or financial use either during or after services provided.

14 COPYRIGHT

14:1 Bodymorphfitness Ltd reserves all copyright in connection with Bodymorphfitness Ltd.

Bodymorphfitness Ltd reserves the right to take such actions as may be deemed appropriate to prevent copyright.

15 PROPER LAW AND JURISDICTION

15:1 This agreement shall be governed and constructed in accordance with Scottish Law

15:2 Any proceedings arising from this agreement may be brought to court in Scottish jurisdiction. This shall not limit BMF to commence any proceedings in any other jurisdiction it considers appropriate.