

GET MUMMY FIT LIMITED

Post Natal Classes Terms and Conditions

Below are the terms and conditions on which we, Get Mummy Fit, will provide you with post natal health class services and training. It is important that you read these terms and conditions carefully before signing the declaration at the bottom which confirms your acceptance to attend our classes and take advantage of our professional services subject to these terms and conditions.

In this agreement, "the Services" means the provision of post natal health and fitness classes for mothers with babies ages between 6 weeks and 2 years.

1. Prerequisite health check

- 1.1. Your health is our priority and as such you will be required to complete the health care questionnaire that is attached to these terms and conditions **before** you will be permitted by us to attend any of our classes. We reserve the absolute right to refrain from offering you the Services if:
 - 1.1.1. you fail to complete the health care questionnaire properly and accurately;
or
 - 1.1.2. you answer any question in the health care questionnaire in a way that causes us to believe that you may not be fit to attend our classes or receive the Services
- 1.2. By completing the health care questionnaire and by booking one or a number of our classes, you warrant that:
 - 1.2.1. the information provided in the health questionnaire is true and accurate to the best of your knowledge, information and belief and that you have taken reasonable steps to ascertain the same;

- 1.2.2. you have consulted with your medical doctor (such as your GP) and discussed with him/her your intention to attend one or more of our classes and take advantage of the Services;
 - 1.2.3. your GP has certified to you that you are fit to attend one or more of our classes and take advantage of the Services; and
 - 1.2.4. you have a baby aged not younger than six weeks and not older than two years;
- 1.3. In certain circumstances, for example, where we are unsure of whether or not you are fit to attend our classes, we may require your medical doctor (such as your GP) to provide us with a report or letter confirming that you are fit to attend our classes, before agreeing to provide you with the Services
- 1.4. We may be able subject to availability, to provide your GP with a short video demonstrating the type of exercises that you may undergo at one of our classes to enable him/her to assess your suitability for the class upon request.
- 1.5. We have agreed to provide the Services to you in reliance on the warranties given by you under this clause and elsewhere in these terms and conditions. If in our reasonable opinion those warranties given by you are not true then, without prejudice to any rights or remedies we may have, we reserve the right to terminate the Services immediately without refund and claim from you any outstanding fees owed to us.

2. Attendance at our classes

- 2.1 Our classes normally last approximately 60 minutes. We reserve the right to change the nature and extent of the Services (and the venue) or the planned activities and exercises undertaken at our classes (including cancelling a class) at our absolute discretion subject to factors such as the weather, number of people in attendance or availability of instructors

2.2 It is not possible for us to guarantee any particular result or outcome following provision of the Services to you but our aim is to provide you the Services with reasonable care and skill

3. Your responsibilities during and prior to provision of the Services

3.1 It is your responsibility to ensure that you are fit and well enough to attend our classes and undergo any of the exercises and activities provided. If at any time during one of your classes you think you or your baby may have become ill or unwell, it is your responsibility to bring this to our attention and inform us whereupon we reserve the right to stop the class and withdraw provision of the Services to you without refund. Furthermore, you are solely responsible for the welfare and safety of your baby during our classes.

3.2 If at any time during one of our classes it is the instructor's subjective opinion that:

3.2.1 you appear to be ill, unwell or otherwise unsuitable to undergo a particular exercise or activities as part of the services; and/or

3.2.2 you appear not to be following the instructor's reasonable instructions; and/or

3.2.3 you are behaving or acting in an unreasonable, offensive or dangerous way; and/or

3.2.4 your baby appears to be in distress or otherwise requires attention

Then we reserve the absolute right to stop a class and cease providing you with the Services without refund

3.3 We require you to abide by and adhere to the rules and guidelines set out below in default of which we reserve the right to refuse provision of the Services to you without refund:

3.3.1 you must ensure that you are wearing comfortable and appropriate clothing (we would strongly suggest sportswear) and trainers;

3.3.2 your baby should be strapped into in a suitable pram by way of harness (responsibility for which rests with you) and remain there whilst you are participating in any exercise or activity provided by us as part of the services (save in cases of emergency or feeding);

3.3.3 you must bring with you an adequate supply of water and snacks for both you and your baby. This is very important! and

3.3.4 you must bring a blanket or towel if requested.

3.4 I understand that jogging or running with my buggy poses a potential risk to my health and a risk of injury to my baby. I confirm that I have been advised not to jog or run with my buggy but that, should I chose to do so, it will be entirely at my own risk.

4. Costs of our classes and payment

4.1 You are entitled to attend your first class for a fee of £7, to be paid in advance of attendance, as a trial. Thereafter, further attendance can only be booked in blocks of six classes, the fee for which will be £7.00 per class.

4.2 When you book a block of six classes then our fees will remain the same for each class attended within that block of six. However, once you have completed a block of six classes, we reserve the right to increase the fees payable by you for a second block of six classes at our absolute discretion

4.3 We would prefer you to book classes via our website (whereupon you will, subject to our discretion to withdraw the same) be entitled to receive a 10% discount on our quoted fees) but fees may be paid directly to us by cash or cheque prior to your first session (which, for the avoidance of doubt, will not attract a 10% discount). We are not registered for VAT.

5. Cancellations

5.1 If you are late

5.1.1. The instructor will, irrespective of the fact that you have not yet arrived, start the class at the prescribed start time. If you arrive late then you will not be entitled to any refund of the fee for that class in whole or in part.

5.1.2. If, having started a class in your absence pursuant to clause 5.1.1. above, you arrive so late that, in the subjective opinion of the instructor, provision of the Services to you would serve no practical value or would be unsafe for you or other attendees at the class, then we reserve the right to refuse provision of the Services to you without refund in whole or in part for that class

5.2 If you cancel

If you cancel a class with at least 24 hours notice as part of a block of six classes, then we will do our best to re-arrange that class (although we cannot guarantee that this will be possible) with you for another time. Ordinarily, you will not be entitled to a refund. For the avoidance of doubt, if you cancel a class with less than 24 hours notice then under no circumstances will we refund you any of the fee and it is unlikely that we will be able to rearrange that class with you.

5.3 If we cancel

On occasion we may have to cancel a class. If such a cancellation occurs, then we will endeavour to provide you with as much notice as is reasonable practicable and either offer you another scheduled class or offer you a refund of the fee paid for that class

6. Limitation on our liability to you

We do not accept liability for any loss or damage (in the case of loss or damage other than death or personal injury) incurred by you or your baby irrespective of whether any such loss or damage was a consequence of any act or omission by us or any of our employees or agents during one of our classes or otherwise as a consequence of provision of the services. Our liability for death or personal injury is subject to certain limitations which are set in clause 7 below.

7. Limitation and exclusion of liability for personal injury and death

We will compensate you for any loss or damage you or your baby may suffer if we fail to carry out duties imposed on us by law (including if we cause your death or personal injury to you by our negligence) unless that failure is attributable to:

- 7.1 your own fault in whole or in part;
- 7.2 any failure on your behalf to abide by and adhere to these terms and conditions;
- 7.3 a third party unconnected with the provision of the Services; or
- 7.4 events which we could not have foreseen or forestalled even if we had taken all reasonable care.

8. Contracts (Rights of Third Parties) Act 1999

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

9. Jurisdiction

This contract is governed and construed by the law of England and Wales.

Signed

I have read and understood the provisions and instructions set out in these terms and conditions and agree to be bound by them:

..... Date.....