

Terms of Business – Keiron Miller Injury Free Fitness

1.1 PROGRAMES PRODUCTS AND SERVICES.

All therapies food plans and training are designed to the specific goal of the product service or plan and therefore will not be modified added to or changed upon request. Where an intolerance or allergy is present the food plan will be amended or a supporting email will be given to accompany the plan but only if it is declared in the health and lifestyle questionnaire before the plan is issued. The plans are designed to the company's own formula to achieve the desired results. The formulas used for the plans will not be disclosed as this is our unique approach to achieving the desired effect or outcome. Depending on the product or service the plan will either be set or tailored and will be declared if it is to be tailored. Disagreeing with our methods for achieving the desired outcome for any reason will not result in any aspect of the plan or service being re-designed or warrant a refund. All food, therapy and exercise plans are complete and should be carried out solely own their own unless specified. Any additional training, therapies, supplements or eating plans you take on are against our advice and you do so of your own accord. It is your responsibility to track all of your meals progress photos measurements and exercise unless where specified. The appropriate tools will be provided to allow self-tracking to be done effectively.

1.2 PAYMENT

All Products and Services are paid on a pre-payment bases. Payments are handled either directly by the trainer/therapist by cash bank transfer or through our 3rd party payments handler GoCardless Ltd. If you choose to pay using GoCardless Ltd. any payment queries should be directed to GoCardless Ltd. Keiron Miller Injury Free Fitness accepts no responsibility for any problems experienced using GoCardless and by choosing to pay via GoCardless Ltd. you understand any risk and agree to their terms and conditions. Depending on the product or service, payment may be expected once or monthly with an option to pay all of the fees upfront. If paying for a monthly programme you have committed yourself to the full length of the programme to which you have agreed. If a payment is cancelled, cannot be taken due to insufficient funds, has been refused by GoCardless Ltd or your chosen method of payment, a reminder email will be sent to you requesting the outstanding payment. This can be paid from your original payment method, directly into our Company account or by GoCardless. If the funds have not been received within 5 days of the due date, a £15 admin fee will be charged in addition to the arrears. At this stage plan production and email support will go on hold until the balance is paid. In the event that we have not heard from you and payment isn't successfully received within 5 working days, a further email will be sent advising you that if outstanding funds are not received we reserve the right to pass your details over to our chosen debt collection agency to enable us to recover the costs. This email; will represent the final demand for payment and will be in line with the statutory 30 days period in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. Additional charges will apply in this instance.

1.3 MONEY BACK GUARENTEES. Money back guarantees apply only to products or services where it is declared upon before purchase. Where there is a guarantee in place the terms of that guarantee will be unique to that product or service. Terms of said guarantee will be given in conjunction with that product or services information.

1.4 SESSION APPOINTMENTS

You assume full responsibility for all appointments schedules and time keeping. Once a session has been booked it is for you to keep to the schedule and notify us of any changes as soon as possible. Reminders may be sent but ultimately you should keep to all appointments and the reminder should be seen as a courtesy. Should you fail to meet an appointment rescheduling will be at the discretion of the trainer/therapist and you may be required to pay a portion or all the session fees. In the case of illness lasting up to 1 week you will forfeit these sessions. In the case of illness lasting 2 weeks you can reschedule 50% of missed sessions and for illness lasting 3 weeks or more a freeze will be added to your account stopping payment for the next month to account for the month of missed sessions and then resume as normal with an additional month added to the end of your contract. All Block bookings must be redeemed within 1 year of the purchase date and cannot be redeemed thereafter. In the case of unredeemed sessions for block bookings no refund will be given for a portion of the block booking fee.

1.5 HOLIDAYS AND PROGRAM BREAKS. We view rest as an essential part of all of our programs and as such holidays have been accounted for in the price of our programs. Everyone will have a mandatory 1 week off at Christmas and 1 week off at Easter. On all contracts 6 months and longer an additional 2weeks are given to be used for holidays or break periods. Any additional time off will be seen as missed sessions. Where appropriate, instruction will be given on following the program while on holiday. If a minimum of two week's notice is given informing the trainer of breaks catch up sessions may be allocated by the trainer/therapist depending on availability.

1.6 EMAIL SUPPORT

We will ensure all questions get answered as quickly and effectively as possible. We aim to respond to all enquiries within 24hrs. We will not contact you regarding reminders, progress or tracking unless specified

within that particular product or service. We will respond to all queries in a timely fashion within office hours. We aim to support you through all of our programmes by giving full answers to any questions. If any additional advice or information is needed to a programme you may ask questions until you are satisfied although fair usage may apply in extreme circumstance to be decided by us.

1.7 OFFICE HOURS

We aim to support all of our clients as much as possible by providing long office hours as detailed below:

Monday through to Friday - 7.30am to 8pm

Saturday - 7.30am to 3pm

Sunday - closed

Bank Holidays - closed

Christmas and New Year - office closure will be made available 2 weeks (14 days in advance).

In the event of annual leave or office closure you will be notified 2 weeks (14 days) in advance. Please note although office support may be closed production and distribution of plans and services may remain in place. Only in the case of Optimal Health programme subscribers have access to support outside of these hours as detailed in that product.

1.8 LIABILITY / RISK

When following any of our plans advice or recommendations either in person or on your own you are doing so responsibly with your own guidance and take full responsibility for the effects on your body which you may experience along the way. As with any exercise program you assume certain risks to your health and safety. Any form of exercise program can cause injuries, and any of the plans from Keiron Miller Injury Free Fitness is no exception. It is possible that you may become injured doing the exercises in your program, especially if they are done with poor form or with incorrect clothing or equipment. If you choose to participate in these risks, you do so of your own free will and accord, knowingly and voluntarily assuming all risks associated with such exercise activities. Our company does not act as medical doctors or any other professional other than the ones specified. The advice you receive is not meant as a substitute for medical advice. You must consult your doctor before beginning any of our plans exercise programs or services, without exceptions. Where therapeutic techniques are used for aiding recovery of sports injury's although every care has been taken to minimise risk you fully understand harm may still occur and are willing to forego these risks and still receive care or treatment. You understand you are using the chosen plan product or service at your own risk and Keiron Miller Injury Free Fitness is not responsible for any injuries or health problems you may experience or even death as a result of using any of Keiron Miller Injury Free Fitness products or services.

1.9 INSURANCE

Keiron Miller Injury Free Fitness maintains the correct and appropriate insurance with a reputable UK Insurer, we ensure our policy is renewed on an annual basis and details of our cover can be provided upon written request. Any and all potential claims need to be made in writing and a company representative will respond within 30 days.

1.10 DATA PROTECTION ACT 1998

Keiron Miller Injury Free Fitness may use your personal information to provide products and services you request for design purposes and to contact you for feedback on your use of such products and services. We will not send unsolicited marketing material to you address electronic or otherwise. All information supplied will be held by Keiron Miller Injury Free Fitness and will remain secure and confidential. Your details will only be used for research purposes and will not be passed on to any third parties or used for marketing purposes in accordance with the Data Protection Act 1998.

The data will only be disclosed to employees of Keiron Miller Injury Free Fitness to enable them to produce your plans or deliver services. The data will be kept securely for as long as you are our client.

1.11 REFUNDS

Since Keiron Miller Injury Free Fitness is offering non-tangible irrevocable goods and services we do not issue refunds once the order has been placed and all or portion of the product or service has been supplied or sent. As a customer you are responsible for understanding this when purchasing any product from our site and or in person. In the event of the training, food plans or therapies not being to your liking or taste this would not warrant a refund. Complaints which are based merely on the customer's false expectations or wishes will not be honoured. However, we realise that exceptional circumstances can take place with regards to both the character of the product we supply and your personal life.

Therefore, we may honour requests for a refund for the following reasons:

1. Product not-as-described and as detailed above in our terms of business: such issues should be reported within 14 days from the date the product is received. Clear evidence must be provided proving that the purchased product is not as it is described either on the website and or in our terms and conditions. 2. In the event of serious debilitating illness or injury. Confirmation of this in the form of a doctor's note or medical certificate will need to be provided before consideration. Even if these conditions are met each case will be

evaluated separately and a decision to issue a refund will be at the discretion of a representative of Keiron Miller Injury Free Fitness.

By paying for any product or by choosing to work with Keiron Miller Injury Free Fitness you have fully read and understood the above terms of business and are therefore happy to proceed with your purchase and working with Keiron Miller Injury Free Fitness.