

Please read the following important terms and conditions before you sign up for a membership on our website and check that they contain everything which you want and nothing that you are not willing to agree to.

In this contract:

- 'We', 'us' or 'our' means The Health Hub 365 Limited trading as 365 Fitness; and
- 'You' or 'your' means the person using our site to buy services from us.

If you don't understand any of this contract and want to talk to us about it, please contact us by:

- Email info@365-fitness.com Emails will be responded to Monday-Friday: 9 am to 6pm; or
- Telephone 02382500365. Calls will be responded to Monday-Friday: 9 am to 6pm.

Who are we?

We are The Health Hub 365 Limited trading as 365 Fitness, company registration number 12822878 and the registered office of which is at 1a Hill Head Road, Fareham, England, PO14 3JH

1. INTRODUCTION

1.1 If purchasing a membership/sign up to a service on our site you agree to be legally bound by this contract.

1.2 You may only buy services from our site for non-business reasons.

1.3 This contract is only available in English. No other languages will apply to this contract.

1.4 When buying any services you also agree to be legally bound by:

1.4.1 our website terms and conditions and any documents referred to in them;

1.4.2 extra terms which may add to, or replace some of, this contract. We will contact you to let you know if we intend to do this by giving you one month's notice; and

1.4.3 specific terms which apply to certain services. If you want to see these specific terms, please visit the relevant webpage for the services or click

on the "View Policy" hyperlink at any time during the online checkout process.

All of the above documents form part of this contract as though set out in full here.

2. INFORMATION WE GIVE YOU

2.1 By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made. If you want to see this key information, please:

2.1.1 read the acknowledgement email (see clause 4.3); or

2.1.2 contact us using the contact details at the top of this page.

2.2 The key information we give you by law forms part of this contract (as though it is set out in full here).

2.3 If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

3. YOUR PRIVACY AND PERSONAL INFORMATION

3.1 Our Privacy Policy is available at <https://www.365-fitness.com/>

3.2 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

4. ORDERING SERVICES FROM US

4.1 Below, we set out how a legally binding contract between you and us is made.

4.2 You place an order on the site by selecting the type of membership/service you require followed by setting up your payment details. Please read and check your order carefully before submitting it. However, if you need to correct any errors you can do so before submitting it to us.

- 4.3 When you place your order at the end of the online checkout process, we will acknowledge it by email. This acknowledgement does not, however, mean that your order has been accepted.
- 4.4 We may contact you to say that we do not accept your order. This is typically for the following reasons:
- 4.4.1 we cannot carry out the services (this may be because, for example, we have a shortage of staff);
 - 4.4.2 we cannot authorise your payment;
 - 4.4.3 you are not allowed to buy the services from us;
 - 4.4.4 we are not allowed to sell the services to you; or
 - 4.4.5 there has been a mistake on the pricing or description of the services.
- 4.5 We will only accept your order when we email you to confirm this (Confirmation Email). At this point:
- 4.5.1 a legally binding contract will be in place between you and us; and
 - 4.5.2 we will provide the services as agreed during the online checkout process.
- 4.6 If you are under the age of 18 you may not buy any services from the site.
5. **RIGHT TO CANCEL**
- 5.1 You have the right to cancel this contract within 14 days without giving any reason. However, if you have utilised the services within the 14-day cancellation period then the fees charged to you will be on a pro-rata basis as detailed in clause 6.1.
- 5.2 The cancellation period will expire after 14 days from the day of the conclusion of the contract.
- 5.3 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (eg a letter sent by post, fax or email) using the contact details at the top of this contract.
- 5.4 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

5.5 If you have utilised the services during the cancellation period and the services are fully performed (ie the work is completed) during this period, you will lose your right to cancel and will be required to pay the full price under this contract even if the cancellation period has not expired.

5.6 With the exception of your right to cancel within the cancellation period detailed above, all memberships and services are subject to a minimum 3-month term from the date of purchase. Thereafter, either you or we may cancel your membership/services by giving each other 30 days' notice in writing.

6. **EFFECTS OF CANCELLATION**

6.1 If you cancel this contract, during the cancellation period, we will reimburse to you all payments received except where you have utilised the services during the cancellation period, in which case you must pay us:

6.1.1 for the services we provided up to the time you told us that you want to cancel this contract, which will be an amount in proportion to the services performed up to that point in comparison with the full price under this contract; or

6.1.2 the full price under this contract, if you lost your right to cancel this contract because the services were fully performed (ie the work was completed) during the cancellation period.

6.2 We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

6.3 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

7. **CARRYING OUT OF THE SERVICES**

7.1 We will carry out the services within the period set out during the online checkout process and in the Confirmation Email (see clause 4.5).

7.2 Our carrying out of the services might be affected by events beyond our reasonable control. If so, there might be a delay before we can restart the services, having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances, but we will try to restart the services as soon as those events have been fixed.

8. PAYMENT

8.1 We accept payment through our direct debit provider (GoCardless) or via our payment service provider (Stripe).

8.2 We will do all that we reasonably can to ensure that all of the information you give us when paying for the services is secure. However, in the absence of negligence on our part, any failure by us to comply with this contract or our Privacy Policy (see clause 3) or breach by us of our duties under applicable laws, we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.

8.3 Your credit card or debit card will be charged upon your initial booking for your membership and will then be charged on a monthly basis, where you purchase a membership with us, on the first working day of each month until you the services are ended by notice. Where you are booking a 'one-off' session/service with us, you will be directed through our payment service provider's system to complete the one time payment for that session/service to complete your booking.

8.4 If your payment is not received by us under clause 8.3, we may charge interest on any balance outstanding at the rate of 2 percentage points per year above Bank of England's base rate.

8.5 Nothing in this clause affects your legal rights to cancel the contract during the cancellation period as set out in clauses 5 and 6.

8.6 The price of the services:

8.6.1 is in pounds sterling (£) (GBP); and

8.6.2 includes VAT at the applicable rate.

9. FAULTY SERVICES

9.1 Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.

9.2 Please contact us using the contact details at the top of this contract if you have any complaint regarding faulty services provided to you.

10. **END OF THE CONTRACT**

If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

11. **LIMIT ON OUR RESPONSIBILITY TO YOU**

11.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:

11.1.1 losses that:

- (a) were not foreseeable to you and us when the contract was formed;
- (b) were not caused by any breach on our part;

11.1.2 business losses; and

11.1.3 losses to non-consumers.

12. **DISPUTES**

12.1 We will try to resolve any disputes with you quickly and efficiently.

12.2 If you are unhappy with:

12.2.1 the services;

12.2.2 our service to you generally; or

12.2.3 any other matter,

please contact us as soon as possible.

12.3 If you and we cannot resolve a dispute using our internal complaint handling procedure, we will:

12.3.1 let you know that we cannot settle the dispute with you; and

12.3.2 give you certain information required by law about our alternative dispute resolution provider.

12.4 If you want to take court proceedings, the courts of the part of the United Kingdom in which you live will have jurisdiction in relation to this contract.

12.5 The laws of England and Wales will apply to this contract.

13. **THIRD PARTY RIGHTS**

No one other than a party to this contract has any right to enforce any term of this contract.