

## **TERMS AND CONDITIONS FINEBODY™ PERSONAL TRAINING**

finebody™ Personal Training is the commercial name for M&M Fulfilment Ltd.

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## **1. DATA**

### **1.1 Privacy Policy**

To comply with the General Data Protection Regulation we can only provide Members with our services if they give explicit consent to our Privacy Policy.

It is understood and agreed that all information that Members provide will be kept confidential. To ensure the protection of such information finebody™ agrees not to disclose any confidential information obtained from Members to anyone unless required to do so by Law.

### **1.2 Personal information**

We only ask for name, surname, phone number and email with the sole purpose to maintain fast and direct communication with all Members. Simply meaningful communication such as reminders, payments or notifications.

### **1.3 Health and Fitness information**

To get the right diagnosis and training plan Members agree to answer each question of the PARQ (Physical Activity Readiness Questionnaire) honestly. This is done verbally during their introductory session and it has the purpose of determining the safety or possible risk of exercising for an individual based on their health history, and current symptoms and risk factors. Members also agree to inform of any change in their health (illness, injuries, etc) that may affect the safety of their training.

### **1.4 Data deletion after termination**

All information of a Member, including all health and fitness data is deleted if the Member decides to stop using our services.

### **1.5 Studio's CCTV camera**

Due to Insurance obligations the fitness Studio runs a CCTV camera. All records are deleted every 24h automatically.

## **2. PERSONAL TRAINING**

finebody™ offers both one to one sessions in Person and Online.

### **2.1 Online Personal Training**

Video sessions are conducted via Zoom.

No Zoom account is required to use the video conference's platform.

### **2.2 In Person Personal Training**

In Person sessions are conducted in our fitness Studio in 18 Notting Hill Gate W11 3JE, London.

### **2.3 Session duration**

All sessions (in Person and Online) last 50 min. They start and finish on time.

The remaining 10 minutes of each hour are dedicated to: (1) Sanitise and freshen the Studio so that all Members can enjoy a clean and safe environment and/or (2) Set up or put away all the equipment used during the Online Sessions.

The Trainer may not be able to provide a full session if a Member is late to the session.

## **3. BOOKINGS / CHANGES / CANCELLATIONS and PAYMENTS**

### **3.1 App: finebody Personal Training**

The App 'finebody personal training' can be downloaded for free both on App Store (iPhone users) and Google Play (Android users).

The App shows all available slots in real-time and allows users to book, reschedule, delete and pay for sessions.

### **3.2 Bookings**

Bookings can be made from 8 hours up to 3 weeks in advance.

To protect fairness in the agenda time-blocking tactics are not permitted.

### **3.3 Changes**

The App makes it easy to reschedule a session to a different day and time.

Changes are not allowed within the last 24 hours before the session.

Sessions can ONLY be changed through the App.

### **3.4 Cancellations**

finebody™ has a 24h cancellation policy.

Any Cancellation made within the last 24 hours will incur the full charge.

Sessions can ONLY be cancelled through the App.

Members are responsible for cancelling the sessions they cannot attend. This is to avoid misunderstandings and to improve slot allocation.

In case the App doesn't work, Members can send an email to [info@finebody.co.uk](mailto:info@finebody.co.uk) (24h cancellation policy still applies).

### **3.5 Payment**

finebody™ only operates on a pre-pay basis and all sessions must be paid in advance.

Bookings will not be confirmed until payment is received.

Sessions are non refundable.

All sessions & packages (1, 10 & 20) expire at the end of the 10th week from the date of purchase or from the first session of the new package.

Members are provided with enough time to reschedule sessions within that period.

Payments can be done via the App, by credit card at the Studio or by bank transfer.

## 4. APP USER GUIDE

**SESSIONS LEFT** > On 'My Sessions' on the top right > Total number of sessions left on the account.

**EXPIRATION DATE** > On 'My Sessions' on the top left > Date when sessions expire.

**NEXT SESSIONS** > On 'My Sessions' > See your next scheduled sessions.

**BOOK a session** > Go to 'Booking' > Select day/time from the agenda > confirm booking.

**CHANGE a session** > Go to 'My Sessions' > Swipe left on the session you want to change > Click on 'Reschedule' > Select a new day/time on the agenda > Confirm booking.

**CANCEL a session** > Go to 'My Sessions' > Swipe left on the session you want to delete > Click on 'Delete' > Confirm deletion.

**BUY sessions** > Go to 'Booking' > Select 'Buy Sessions' > Choose option (1, 10 or 20 sessions) > Enter card details and pay.

**CHECK records** > Go to 'My Sessions' > Click on 'History' (it only shows the latest 10 sessions that have been done).

## 5. PACKAGES

1 Session	Expire within 10 weeks of purchase. Sessions cancelled with less than 24 hours' notice will not be refunded.
10 sessions	Expire within 10 weeks of purchase. Sessions cancelled with less than 24 hours' notice will not be refunded.
20 sessions	ONLY available to Members with 3 or more sessions per week. Expire within 10 weeks of purchase. Sessions cancelled with less than 24 hours' notice will not be refunded.

- finebody™ only operates on a pre-pay basis and all sessions must be paid in advance.
- All prices include VAT.
- All packages are non refundable.
- All packages are individual.
- An additional £5/session for use of shower facilities. \* There is a temporary shower ban.

## 6. TRAINING SLOTS

By default Members understand that regular training times are assigned based on availability and that changes in a future schedule might happen.

### 6.1 Regular slots

We define a regular slot as a booking that is systematic and it repeats every week (e.g every Tuesday and Thursday at 7am).

Only Members with 2 or more sessions per week will be allowed to have regular slots. Members with only one session per week can book any available slot through the App, and up to 3 weeks in advance.

Members with low assistance (assistance vs regular slots) may risk losing their regular slots.

## 6.2 Holiday / Long absences

Regular sessions will only be protected for a maximum of 4 consecutive weeks to Members with active accounts. That means Members with sessions left on their accounts that have not expired before or during their absence (all sessions expire at the end of the 10th week from the date of purchase or from the first session of the new package).

**Protection of Regular Slots for members that are away for more than 4 consecutive weeks.** There are **two options** to protect regular slots:

- **Option 1) doing Online Personal Training.** Conducted via Zoom (No Zoom account is required).
- **Option 2) paying a maintenance fee.** The maintenance fee is 2 sessions per week and it applies from week 5 onwards, regardless of the use finebody™ does of their slots during their absence. The sessions will be deducted from the Member's account.

finebody™ reserves the right to free up all unprotected regular slots.

## 6.3 Studio closures

During the periods when the studio is closed (e.g Xmas break) extra time will be added to all packages expiration dates.

## 7. THE STUDIO

### 7.1 Fitness Studio

We will allow a maximum of one Member at any one time.

That means one person must leave before the next one can enter.

Members are advised not to arrive earlier than 5 minutes before their session starts.

### 7.2 Training shoes

For hygienic reasons no outdoor shoes are allowed inside the Studio.

The Member agrees to leave a pair of trainers permanently in the Studio to be used solely during their workouts.

### 7.3 Changing room

All personal effects must be kept inside the lockers.

finebody™ is not responsible for any stolen or lost items.

Members must do their best to keep things in good conditions for the next person.

### 7.4 Shower

This service is temporarily unavailable.

## 8. SAFETY

The result of any Training Program (in person and online) depends both on the Trainer's professional knowledge and expertise and on the Member's effort and cooperation before/during/after their sessions.

finebody™ uses professional fitness guidelines to screen health, stratify risks, test fitness and prescribe exercise to all Its Members.

Our Trainers will always give custom-made solutions for each case having Members's safety as the highest priority.

There are risks and benefits in participating in any exercise programme (in person and online). Members expressly assume all risks.

It is Members' responsibility to inform the Trainer of any condition or changes in their health, now and ongoing, which may affect the ability to exercise safely and with minimal risk of injury.

## 9. ESSENTIAL INFORMATION

### CHOOSING TRAINER

At finebody, our members have the flexibility to choose the day and time of their sessions but not the specific trainer. The trainers' schedules remain consistent, allowing the potential for members to have the same trainer.

### TRAINING SHOES

We have a policy of not allowing outdoor shoes inside the fitness studio. Members are required to leave a pair of trainers in the studio exclusively for use during their sessions.

### REGULAR SLOTS

Regular slots are reserved for members who commit to attending a minimum of two sessions per week.

### APP

With our finebody Personal Training App, members can conveniently manage all their bookings, including scheduling, rescheduling, and payments, directly from their phone. The App is available on Google Play and the App Store.

### CANCELLATIONS

finebody enforces a 24-hour cancellation policy, with full charges for cancellations made within this timeframe. Members are responsible for cancelling sessions through the App to ensure fairness and efficient slot allocation for other members' benefit.

### EXPIRATION DATE

All sessions and packages have a validity period of 10 weeks from the date of purchase.

### PROTECTION OF MEMBERS' REGULAR SLOTS DURING ABSENCE

We protect our members' regular slots for up to a maximum of four consecutive weeks, provided they have sessions left on their account. After that, for members with remaining sessions, a maintenance fee of two sessions per week will be charged, or the regular times will be made available to others.

## ONLINE PT

We provide the option of Online sessions conducted via Zoom. No Zoom account is necessary to participate.

**By accessing the App or using our Personal Training services Online or at finebody™ fitness Studio in 18 Notting Hill Gate W11 3JE, you confirm your agreement to be bound by these Terms.**