

All Terms and Conditions highlighted in this policy must be adhered to. Any Policy changes will be made in writing and published on our website: www.fayebodyfit.co.uk.

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Fitness & Aerial Classes

General

Faye Body Fit fitness & Aerial classes are offered as PAYG (Pay As You Go), unless otherwise stated.

Aerial classes refer to **Pole Fitness** and **Pole Silks** classes, as listed on my website.

I ask that you arrive on time for your class as late arrival may result in you being refused entry. This is at the discretion of the Instructor and in such an event, no refunds will be given.

Booking & Payment

All classes can be booked via my website <https://www.fayebodyfit.co.uk/>.

I currently allow booking up to 3 months in advance. Payments are required online at the point of booking to secure your space. Card payments and Paypal are accepted.

If the class you require is fully booked, you can request that your name is added to a waiting list and you will be contacted should a space become available. Please be aware that there is no priority system on the waiting list. Once a space becomes available ALL those on the waiting list will be notified and places will be allocated on a first come, first served basis.

Please be aware that a Health Questionnaire must be completed ahead of your first class. If you answer YES to any of the questions within the Health Questionnaire, I reserve the right to defer your booking whilst you seek medical guidance before participating in a Faye Body Fit fitness or aerial class.

Pricing Plans

Pricing plans allow you to pay upfront for a block of sessions which you can then redeem against Faye Body Fit classes. Once a pricing plan has been purchased, it is YOUR responsibility to book your classes.

At the point on purchase, the plan will highlight any terms and conditions. Each pricing plan is valid for a set period. The start date will begin from the **date of purchase** and must be used for classes during the time for which it is valid.

Pricing plans cannot be extended and any sessions remaining after the expiry date cannot be transferred or refunded.

Pricing plans can only be used by the person for whom it has been purchased and cannot be shared between participants.

My cancellation policy applies to all classes booked using a pricing plan.

Cancellation

Cancellation Policy

If you wish to cancel your class booking ahead of the class start date, a full refund will be given providing **24 hours' notice** (from the start of your class) has been given, or your booking can be transferred to another date.

If you request to cancel your class booking with **less than 24 hours'** notice (from the start of your class) the class fee still applies, without deference or transfer.

You can cancel your booking via my website: <https://www.fayebodyfit.co.uk/>. You will receive email confirmation of your cancellation request. If you do not receive confirmation of your cancellation, assume Faye Body Fit has NOT received your request which may affect your refund. It is YOUR responsibility to follow up on your request.

If a class is cancelled by Faye Body Fit, your class will be rearranged. Where this is not possible, any monies will be refunded. I will endeavour to provide as much notice as possible should a class need to be rescheduled. Where a pricing plan has been used to purchase the class, an extension will be granted to ensure the expiry date is not jeopardised.

Where cancellation is required as a result of health issues (i.e. injury, pregnancy, COVID etc) a refund will be offered upon presentation of a valid medical certificate.

Health & Safety

All Participants are completely liable for their own actions. Faye Body Fit will not take any responsibility for damage or accident to yourself or others. Any personal possessions left on site during a class are left entirely at the owner's risk.

Faye Body Fit does not advise you to take instruction off of any other person other than a Faye Body Fit Instructor at the present time. While I encourage personal experiences in my classes, I ask that you refrain from instructing other Participants any 'exercises' or 'tricks' you may have learnt at our classes or with another Company or Instructor.

Due to the level of risk involved, Participants of Aerial classes agree not to invert without supervision or before they have learnt correct spotting and dismount techniques.

Absolutely no alcohol or illegal drugs can be taken whilst present at a Faye Body Fit class. If there is evidence to suggest you have taken such substances, or you behave in a matter which implies you have done so, you will be removed from the class or event and will forfeit any monies paid.

Abuse will not be tolerated to any of the Instructors, Event Professionals or other Participants. If this occurs you will be asked to leave the premises and will forfeit any monies paid for the class or event.

As Instructors and Event Professionals we have the knowledge and experience to know when a Participant is ready for progression and are fully trained in all techniques. Faye Body Fit would rather the risk of injury is minimalised by following this policy so please respect my wishes.

If you see another Participant performing a 'trick' you have not yet learnt, please refrain from trying this yourself and wait for an Instructor.

Health Screening

You are advised not to attend any classes or events if you are aware of any injury, illness or other condition which may affect your participation or others. If you do so, you attend the class at your own risk. Should you suffer from Covid symptoms, I ask that you do not attend a class and inform Faye Brownjohn immediately on 07949 994110.

I also ask that you are in general good health at the time of the class and have eaten recently that day, and also had plenty of fluids to drink.

Physical contact may be necessary by the Instructor. If you are unsure about this or any element of the class you can speak to the Instructor about this before or during the class, or contact Faye Brownjohn on 07949 994110 outside of the class.

You will be required to fill out a Health Questionnaire and Informed Consent Agreement before your first session and are expected to keep the Instructor informed of any changes throughout your time with Faye Body Fit.

To keep our records up to date, you will be asked to complete a Health Questionnaire and Informed Consent Agreement at regular intervals during your time with Faye Body Fit.

Disclaimer

All Participants will be required to sign a disclaimer consenting to the terms and conditions outlined by Faye Body Fit.

By participating in a Faye Body Fit fitness or Aerial class, you are accepting this policy and all of its terms and conditions.

Events & Courses

General

Any upcoming events and courses will be announced via website and Facebook page and will be available to book via our website as soon as they are confirmed.

By signing up for one of our events or courses, you are committing to the duration. Committing to an event or course will guarantee your space, as numbers are limited.

I ask that you arrive on time for your event or course as late arrival may result in you being refused entry. This is at the discretion of the Instructor and in such an event, no refunds will be given.

Booking & Payment

All events and courses can be booked via our website www.fayebodyfit.co.uk. In some instances, special conditions may apply. Such conditions will be highlighted at the point of booking. Failure to adhere to any special conditions may result in refusal in participation and therefore you will forfeit and monies paid.

Events will be available to book as soon as they are confirmed on the website.

If the event or course is fully booked, you can request that your name is added to a waiting list and you will be contacted should a space become available. Please be aware that there is no priority system on the waiting list. Once a space becomes available ALL those on the waiting list will be notified and places will be allocated on a first come, first served basis.

Payment **MUST** be made at the point of booking to secure your space unless otherwise stated. Payment can be made via debit or credit card, or Paypal via my website.

All bookings and waiting list requests will be confirmed via email using the information provided online.

Please be aware that a Health Questionnaire must be completed before attending your first booking. If you answer YES to any of the questions within the Health Questionnaire, I reserve the right to defer your booking whilst you seek medical guidance before participating in a Faye Body Fit event or course.

Cancellation Policy

If you wish to cancel your event booking ahead of the start date, a full refund will be given providing **48 hours' notice** (from the event or course start date) has been given. However, if a deposit is required for an event or course please be aware that the deposit amount is non-refundable or transferrable.

If you request to cancel your class booking with **less than 48 hours' notice** (from the event or course start date) the event or course fee still applies, without deference or transfer.

You can cancel your booking via my website: <https://www.fayebodyfit.co.uk/>. You will receive email confirmation of your cancellation request. If you do not receive confirmation of your cancellation, assume Faye Body Fit has NOT received your request which may affect your refund. It is YOUR responsibility to follow up on your request.

If an event or course is cancelled by Faye Body Fit, it event will be rearranged. Where this is not possible, any monies will be refunded. I will endeavour to provide as much notice as possible should an event or course need to be rescheduled.

Where cancellation is required as a result of health issues (i.e. injury, pregnancy etc) a refund will be offered upon presentation of a valid medical certificate.

Please be aware that events hosted by an external supplier or professional may be subject to alternative terms & conditions. Faye Body Fit will make such information available where relevant.

Health & Safety

As per Fitness & Aerial Classes.

Health Screening

As per Fitness & Aerial Classes.

Disclaimer

As per Fitness & Aerial Classes.

Personal Training & Nutrition Support

General

All terms and conditions outlined below apply to individual, pairs and group sessions booked.

Booking & Payment

Faye Body Fit Personal Training can be purchased as single or a block of sessions. A personal training session can be booked by contacting Faye Body Fit directly, or via my website booking system: <https://www.fayebodyfit.co.uk/personal-training>.

Payment is required IN FULL in advance of your session. When multiple sessions are book, you must be in credit of one session at all times.

Payment can be made via cash or BACS, or via credit/debit card or Paypal via my website.

Sessions will begin promptly. If you are late for your appointment the session will conclude at the original finish time - no time will be added on at the end.

Cancellation Policy & Refunds

At least **24 hours' notice** (from the start of your session) must be given if you wish to cancel a personal training session.

Any personal training sessions missed or cancelled with less than 24 hours notification are forfeited in full, without deference or transfer.

You must contact Faye Body Fit directly to cancel your booking. Contact details can be found on our website: <https://www.fayebodyfit.co.uk/>. Confirmation of your request will be provided by Faye Brownjohn, Owner of Faye Body Fit. If you do not receive confirmation of your cancellation, assume Faye Body Fit has NOT received your request which may affect your refund. It is YOUR responsibility to follow up on your request.

In the instance of pairs or group sessions, if one of the participants is unable to attend, others can still attend, but the absentee will forfeit their session. It is the responsibility of the individuals involved to agree the decision made.

If a session is cancelled by Faye Body Fit it will be rearranged without charge.

I will endeavour to give my as much notice as possible should appointments need to be rescheduled. Every effort will be made to provide notice no less than 7 days in advance of any planned holidays and scheduled breaks.

All purchased block training session must be used within 6 months. Failing to do so will result in expiration of the purchases training sessions.

If an individual decides that they no longer wish to continue with Faye Body Fit Personal Training, no monies will be refunded.

Where cancellation is required as a result of health issues (i.e. injury, pregnancy etc) a partial refund will be offered upon presentation of a valid medical certificate. Refunds offered will be relative to the number of paid sessions outstanding.

Health Screening

Terms & Conditions

You are advised not to attend any personal training sessions if you are aware of any injury, illness or other condition which may affect your participation. If you do so, you attend the session at your own risk. Should you suffer from Covid symptoms, I ask that you do not attend a personal training session and inform me immediately on 07949 994110.

I also ask that you are in general good health at the time of the session and have eaten recently that day, and also had plenty of fluids to drink.

Physical contact may be necessary by the Instructor. If you are unsure about this or any element of the class you can speak to the Instructor about this before or during the session, or contact Faye Brownjohn on 07949 994110 outside of the session.

You will be required to fill out a Health Questionnaire and Informed Consent Agreement before your first session and are expected to keep the Instructor informed of any changes throughout your time with Faye Body Fit.

To keep our records up to date, you may be asked to complete more than one Health Questionnaire and Informed Consent Agreement during your time with Faye Body Fit.

Disclaimer

All Clients will be required to sign a disclaimer consenting to the terms and conditions outlined by Faye Body Fit. They are also required to give consent for participation in all exercises and activities scheduled by their personal trainer.

The programme planned for you is designed to help you to achieve your fitness goals. Results will depend on your co-operation with the requirements of the programme before, during and after sessions. Results of participation in the programme vary between Clients and cannot be guaranteed. You must keep to the programme and not alter it in any way without consulting Faye Body Fit for approval. Faye Body Fit is not liable for the failure in whole or in part of the programme due to your act or omission.

Merchandise

Ordering

All merchandise orders must be placed via my secure online store www.fayebodyfit.co.uk.

Please read the care instructions before purchasing to ensure you understand.

All products are subject to availability. Once your order is placed you will receive an email confirmation confirming the full details of your transaction. Please allow 10 working days for delivery.

Payment

Payments for Faye Body Fit products can be made using PayPal or Debit / Credit Card. If you encounter any problems during the payment process, please contact at sales@fayebody.co.uk. Please ensure you add this email address to your safe senders list to ensure you do not miss any correspondence.

All items are inclusive of standard UK VAT.

Shipping and Delivery

Standard shipping to UK is included with all prices. Please allow 10 working days for delivery of your order. However, shipping and delivery times may vary depending on stock levels and postal peak periods.

Faye Body Fit does not currently deliver outside of the United Kingdom.

Returns and Replacements

Under the Consumer Contracts Regulations, Faye Body Fit is happy to exchange or refund your purchase should you not be entirely satisfied with your goods. You must cover the cost of the return postage for returns or exchanges, exchange items will be posted back out to you free of charge.

Exchange/refunds will only be given provided the items returned have not been worn, washed or damaged in any way and are returned in their original packaging. A deduction in refund can be made if the value of the goods has been reduced as a result of you handling more than necessary. Once the item has been received by Faye Body Fit, the replacement/refund will be given.

Faye Body Fit is not responsible for return packages that do not reach us. Please obtain proof of postage. For large order returns I recommend you use a tracked service.

To obtain a refund/exchange, you must notify us within 14 days of receiving your order by emailing sales@fayebody.co.uk. Please ensure you add this email address to your safe senders list to ensure you do not miss any correspondence.

Goods must then be sent and received by me within 14 days from confirmation of your return. Your order will be fully refunded within 14 days of Faye Body Fit receiving the returned item.

Faulty Goods

Under the Consumer Rights Act you have a legal right to reject goods that are of unsatisfactory quality, unfit for purpose or not as described, and get a full refund.

This right is limited to 30 days from the date you take ownership of your product. After 30 days, you will not be legally entitled to a full refund if your item develops a fault. You may however be entitled to a

replacement if the issue can be proved as a fault from the time of supply and not general wear and tear or damage caused by the consumer.

In the event of finding a fault in your goods within this period, please email sales@fayebody.co.uk and we will issue you a pre-paid returns bag so you may return your item either for an exchange or a full refund.

All faults will be examined carefully by ourselves. If we deem the issue to be damage caused by the consumer and not a general fault, no refund or exchange will be given.

Important Information

Faye Body Fit cannot accept responsibility for delays in delivery due to unforeseen circumstances.

All colours are produced as accurately as possible. Some colours may occasionally appear slightly different from our gallery pictures on our website due to your own resolution/picture settings.

Faye Body Fit reserves the right to cancel orders and refund all monies.

Gift Vouchers

General

Gift Vouchers can be purchased for a set monetary amount or specific product / service offered by Faye Body Fit.

Gift Vouchers cannot be used to purchase services, special events or products offered or hosted by an external supplier or professional.

Gift Vouchers can only be redeemed against the product and/or service for which it has been purchased. A Gift Voucher cannot be used to purchase a further Gift Voucher, or exchanged for cash.

Gift Vouchers can be used as full or part payment. Where the Gift Voucher amount exceeds the value of the product and/or service purchased, any remaining funds will be issued in the form of a further Gift Voucher.

Gift Vouchers must be presented when taking your class, personal training session, or collecting your Faye Body Fit merchandise. Faye Body Fit reserve the right to refuse entry or deny a purchase if a Gift Voucher is not presented when requested.

Gift Vouchers must be used by the expiry date shown. No exceptions will be made or extensions given.

Faye Body Fit cannot be held responsible for Gift Vouchers lost, stolen, destroyed or used without permission. No replacement will be provided in these circumstances.

Gift Vouchers cannot be purchased or redeemed online. Please contact the Faye Brownjohn via faye@fayebody.co.uk or 07949 994110 for more information.

Privacy Policy

Your Privacy

Faye Body Fit respects your privacy and pledges to maintain the confidentiality of your personal information. All personal information you share with us is maintained in accordance with the Personal Information Protection and Electronic Documents Act (2000). References to Faye Body Fit may include its affiliates, depending on the context. For questions regarding our privacy policy please express this in writing to: Privacy Policy, Faye Body Fit, Selhurst, Trewyn Road, Holsworthy, Devon EX22 6HX.

Legal Obligation of Information Release

Faye Body Fit will release any information that is required to be released by law or court order. In exceptional circumstances it may be necessary that I disclose your personally identifiable information if I believe, in good faith, that disclosure is otherwise necessary or advisable to protect Faye Body Fit's interests. I will seek to ensure that any proposed disclosure is required in the circumstances and then ensure that I disclose only the information that is required.

Use of Your Information

Faye Body Fit obtains most of our information through the signing of waivers and completion of Health Questionnaires. With your consent I may also obtain personal information about you from third parties. This may include parents, guardian, coaches or whoever is registering you in a program and paying for your registration. Use of your personal information for any purpose other than those outlined or the release of such information by parties outside of Faye Body Fit or its affiliates will take place only under the following circumstances:

(a) *When you give consent* - I will disclose your personal information only when you have given consent.

Under no circumstances do I sell participant or personal information to others. Please note that I will not share health information that may have been provided in connection with a program, program withdrawal or request for refund. With your consent, I may use certain information to provide you with information about Faye Body Fit and its affiliates and programming. This consent is optional and you can decide to withdraw it at any time.

Information collected by Faye Body Fit about its users is used internally by authorized employees of Faye Body Fit for following reasons: To process payment, register you in the program of your choice, update you when required of any possible changes of the planned services at Faye Body Fit, determination of those areas, features, and services that are valued the most and found most helpful. Also, I collect information to determine the appropriate participation in the activities and services provided by Faye Body Fit.

Should you have any questions regarding our Terms & Conditions, please do not hesitate to contact me. Contact details can be found on my website: <https://www.fayebodyfit.co.uk/>.