Generic Terms

Updated 20th September 2021 by #BreakingRecords Fitness

Agreement: By joining as a Customer of the Company you agree to be bound by this Agreement and that the contents here of will govern your relationship with the Company. This agreement informs you of the terms and conditions applicable to your customers-ship of the Company. Before you decide to join the Company as Customer it is important that you:

- Read these terms and conditions carefully and make sure that you take special note of the cancellation and refund policy, the limitation of liability and your release contained in the Agreement
- Retain a copy of the Agreement for your future reference
- Make sure that you are satisfied with the privacy policy of the Company

Definitions: #BreakingRecords Fitness, the company or us means #BreakingRecords Fitness. Please carefully read the following terms and conditions relation to your participation in the Company's services. By registering for or purchasing at any of the services provided you (the Buyer) signify your acceptance of and obligation to these terms and conditions. If you have objections to the following Terms and Conditions, you should not register for or purchase our services provided.

Buyers Conduct: The company requires all buyers to be respectful and professional to all services provided delivered by #BreakingRecords Fitness and its staff, and other customers and their guests or families throughout one of the following services provided. The company reserves the right to ask the buyer and/or their guest to leave with immediate effect should they be deemed rude, uncooperative, unprofessional, intoxicated or in possession of alcohol or any illegal substance. In such case, the Buyer's purchase of the services provided will not be reimbursed under any circumstances and they will not receive or qualify any of our advertised offers.

Disclaimers: By law we can only guarantee your satisfaction with your progress and training, not your results. Our services are for everyone to utilize only. As stipulated by law, we make no guarantees that you will do well to achieve the fitness goals or improve overall health and wellbeing, and we offer no professional, legal, therapeutic, or financial advice. Our training cannot replace or substitute for the services provided in any field, including, but not limited to, financial, health, or legal matters. We do not purport anything we do or offer as a "quick fix scheme", and any secret fads to get results quicker in training are examples, opinions and illustrations, and thus should not be considered average results of progress, exact time frame to events, or promises for your actual or future performance. There can be no assurance that any prior successes, or past results, can be sued as an indication of your progress or results of your training. Check for professional physician/health care to consult before attempting to exercise, or participate in any of the services provided, if you have physical/health concerns.

Liability Waiver: You alone are responsible and accountable for your decision, actions and results in life, and by registering to one of our services for Strength and Conditioning, Express Group Training or the Membership, you agree not to attempt to hold us liable for any such decisions, actions or results, at any time, under any circumstance. You agree that #BreakingRecords Fitness is not responsible for the success or failure of your own life outside of our services relating to any information presented by #BreakingRecords Fitness services, and you specifically release our founder, Liam O'Dell, or sub-contractors staff from liability for any special or consequential damages that results from the use of, or the inability to use, the information or strategies communicated through our services provided, even if advised of the possibility of such damages or caused by negligence of the company or its representatives. You, the buyer hereby accepts all risk to his or her participation excluding personal injury or death that may result from the company’s negligence whilst the buyer has been participating either of the services provided.

Downloads: All forms are found on our downloads section on the website from PAR-Q Forms, Application Forms, Medical Examination Screening Questionnaires including Pregnancy and many more. One can be filled out on an electronic PFD file that can be fillable online and no need to print, alternatively they can be printed off and fill out by hand instead. Private forms are made from Yearly Membership if customers sign up online as requested, Exercise Referral Scheme a form we use to fill out on consultation on the day. Welcome packs are given for S&C Personal Training customers and Yearly Members only.

Application Forms: All customers are required to fill in an application form for S&C Personal Training 1:1, Group Training or Exercise Referral Scheme before we can contact the customer in full detail to acknowledge whether they are successful to do training with us. Summary of the Terms and Conditions are found within the Application Form for when the customer has signed part 1 of the agreement. If they are successful to have a consultation (chargeable), part 2 of the agreement will be required to sign when sessions, etc have been decided to do training. Customers that are on Yearly Membership as Members only will not be required to do an application form to apply for S&C Personal Training or Exercise Referral Scheme. Group Training may apply if other members in the group who are over 18 years of age are not Members under Yearly Membership – anyone in group that are under 18 years of age will not apply.

PAR-Q Forms: All customers utilizing our services shall be given a Personal Information and PAR-Q Form for registering your details onto the system. More details regarding Privacy Policy can be found below. For any questions that have been answered as yes too, they are required to complete a PAR-MEDX Form for further medical screening check to ensure they are safe to exercise. If on the PAR-MEDX Form the questions have been answered as yes too, they are required to gain informed consent from their Local GP full permission to exercise if the customer is safe to partake in any form of Full Exercise. For Question 8 regarding Pregnancy, if a customer answers yes to the Ante Natal (between 1st and 3rd Trimester) Natal question, a customer would be required to fill in a form for an informed consent from their Local GP, Nurse or Midwife to gain full permission to exercise if the customer is safe to partake in any form of Full Exercise. If a child is born after more 6-12 weeks old, the customer will be able to participate in Exercise as normal – advice from Local GP would be necessary if the customer is unsure due to complicated birth such as caesarean (or known as C-section). The form to fill in under as "PAR-MEDX Pregnancy Declaration" can be found on our Downloads section.

Exercise Referral Scheme: All referral intakes go through a process to be referred to partake in a 3-month program made by their Local GP Practice - this is the customers responsibility to ask for a referral to participate in a 3-month program as your Doctor will give you informed consent to participate in this scheme, which your medical details are passed onto us included in the application form. We also work with an external Exercise Referral organisation where they do provide the service if we are affiliated with an external organisation as such to work closely with them. We reserve the right to decline any referral intakes for the customer if the medical condition is classed at a higher risk - we will only accept customers with a higher risk of medical needs if we have a Level 4 specialist qualification in accordance with the Chartered Institute for the Management of Sport and Physical Activity. We can also have the right to decline the referral intake if the customer does not have informed consent to participate, or if the customer referred him/herself to be on the program without full written application form signed from their Local GP Practice, or other reasons why we have declined the referral intake. Once approved on the referral scheme after consultation - including informed consent agreement and the personal information we store to keep you on the loop in accordance with our Privacy Policy, the customer will have full access to our services at Members prices for a 3-month period and will follow the normal Terms and Conditions as set out on this page only. After the 3-month program has finished, from collecting data to form an exit strategy for the customer - the agreement will be terminated from this point forward and the customer will have full responsibility to make their own decision to carry on with doing any form of Exercise or not with us. The roles and responsibilities, including the process of an Exercise Referral Scheme can be found on our Exercise Referral Scheme page.

Prices: Where stated prices quoted as advertised are not exclusive of VAT as the Company are not VAT registered.

Payment Terms: They are all required to be paid in full prior to the appointment of Strength and Conditioning services from Personal Training 1:1, Courses/Workshops and Team Sport Group – Bank Transfer only. Exercise Referral Scheme for a 3-month program are for all services that payment is required in full, details can be found upon first consultation session for informed consent. Express Group Training for Fitness Classes use is payment made in advance when booked online electronically, if payment is made on the day providing of confirmation of booking as advertised – payment in cash only. If payment is not made within the time limits set out as advertised for Strength and Conditioning services, this will be breached of contract by the client and will be treated as a form of misconduct - the client will be acted as set out on our Cancellations policy.

Refunds: Our refund policy in our services are all non-refundable basis once a purchase has been made and therefore will not be able to uphold any form of complaints. If the complaint was due to a matter that the customer has given proof of sufficient evidence in writing such as medical related, the refund maybe negotiable based on the evidence that is valid and the company may ask for further clarification if needed.

Cancellations: Any notice of cancellation by the client for any services provided of a booking or part of a booking must be made in writing by letter or email sent to #BreakingRecords Fitness. All bookings are subject to a time limit as advertised of the following.

Strength and Conditioning Personal Training 1:1, Team Sport Group and Courses/Workshop

- Biomechanics and Performance Testing
    - Cancellations of more than 24 hours' notice of appointment will not be charged
    - Cancellations of less than 24 hours' notice of appointment will be charged at 50% rate of the price within 15 days of the appointment. Further action will be taken if not paid the 50% rate will be to full price within 30 days (45 days in total)
    - Any appointments that are made and no show from the client will result of paying the full rate within 30 days
    - If payments were made in advance and cancellations occurred less notice or no show of the above will be non-transferable and no action to take on being charged. If payment was not made before session, the terms will apply as above.

- Strength and Conditioning Sessions or Programming
    - Sessions Only on PAYG Basis - Cancellations of more than 24 hours' notice of appointment will not be charged
    - Sessions Only on PAYG Basis - Cancellations of less than 24 hours' notice of appointment will be charged at 50% rate of the price within 15 days of the appointment. Further action will be taken if not paid the 50% rate will be to full price within 30 days (45 days in total)
    - Sessions Only on PAYG Basis - Any appointments that are made and no show from the client will result of paying the full rate within 30 days
    - Sessions Only on Block Basis - Regardless of cancellation notice of scheduled appointments, sessions will not be transferable for the duration of Block Booking as agreed and no charge given if cancelled less than 24 hours' notice. If cancelled more than 24 hours' notice will be entitled to transfer session over within a 2-week leeway period of the expiry date. Once used the 2-week leeway agreement within the Block will be charged the full session rate within 30 days after the Block Booking has finished
    - Programming Only - Cancellations of more than 24 hours' notice of appointment will not be charged

- Programming Only - Cancellations of less than 24 hours' notice of appointment will be charged at 50% rate of the price within 15 days of the appointment. Further action will be taken if not paid the 50% rate will be to full price within 30 days (45 days in total). If paid in full programming will be issued straight away.
- Programming Only - Any appointments that are made and no show from the client will result of paying the full rate within 30 days. If paid in full programming will be issued straight away.
- Sessions and Programming - If payments were made in advance and cancellations occurred less notice or no show of the above will be non-transferable and no action to take on being charged. If payment was not made before session, the terms will apply as above.

- Cycle of the Strength and Conditioning set up
  - An agreement will only be made if client is committed to start cycle on the day of their first Biomechanics and Performance Testing and cannot drop out or end with immediate effect. The client must resign from the cycle if given enough notice and have their Biomechanics and Performance Testing as their last session for review purposes with client for the duration of the cycle. Fail to do this will be breached and the charges will still apply as above.

- Team Sport Group Sessions
  - Cancellations of more than 48 hours' notice of appointment will not be charged
  - Cancellations of less than 48 hours' notice of appointment will be charged at 50% rate of the price within 15 days of the appointment, this may include the full hire charge rate. Further action will be taken if not paid the 50% rate will be to full price including hire charge within 30 days (45 days in total)
  - Any appointments that at made and no show from the team group will result of paying the full rate and include the hire charge rate within 30 days
  - If payments were made in advance and cancellations occurred less notice or no show of the above will be non-transferable and no action to take on being charged. If payment was not made before session, the terms will apply as above.

- Courses/Workshops
  - Any bookings that are paid and cancelled before the closing date advertised will be issued a refund in full
  - Any bookings that are paid and cancelled after the closing date and start of Course/Workshop advertised will be issued a 50% refund
  - Any bookings that are paid and cancelled after the first session of Course/Workshop had started advertised will not be issued or entitled to a full refund
  - Any lack of participant bookings that are paid after the closing date to not able covering the cost of hire and paying sub-contractor staff to conduct the Course/Workshop on the date advertised will only receive a full refund or a transfer over to another Course/Workshop taking place
  - Any absences throughout the duration of the Courses only will not be entitled to a transfer of another Course elsewhere or be credited to another future booking
  - Any Bookings will not accept any cash in hands on the day of 1st session. Methods of way for payment is advertise when payment instructions are sent to you via BACS only payment

Express Group Training Fitness Classes and Group/Corporate Personal Training

- Fitness Classes
  - Any bookings that are booked and paid for in Fitness Classes online via Bookwhen.com and gave notice before 8am for evening classes and/or 8pm for morning classes are

non-refundable, however you will be entitled to a transfer of the same specific class that you have booked in for the next session as requested only once – thereafter if notice was given again for the second time of asking (or late/no notice was given regardless), you will not be entitled for a further transfer. If you have booked in directly with us in advance and paying cash on entry, you will not be charged.

- Any bookings that are booked and paid for in Fitness Classes online via Bookwhen.com and gave notice after 8am for evening classes and/or 8pm for morning classes are non-refundable and not entitled to a transfer for the next session. If you have booked in directly in advance with us and paying cash on entry, you will be charged 50% of the PAYG fee to be paid within 5 days from the date of the appointment.
- Any bookings that are booked and paid for in Fitness Classes online via Bookwhen.com and gave no notice on the morning and/or evening classes are non-refundable and not entitled to a transfer for the next session. If you have booked in directly with us in advance and paying cash on entry, you will be charged in full of the PAYG fee to be paid within 3 days from the date of the appointment.
- Any bookings that are booked and paid for in Fitness Classes online via Bookwhen.com as a Late Booking fee for you to join in at last minute, the payment is non-refundable. Direct bookings with us will also not be accepted! As if any Fitness Classes that a person does not make a valid form of booking and turned up unannounced will be asked to leave as an instruction due to insurance purposes.
- Any 6 Sessions Pass can only be booked in advance and paid to use the sessions only within 30 days of the time limit.
- Any PAYG or 6 Session Passes can only be purchase online via bookwhen.com and are non-refundable. Including direct bookings to pay in cash are also non-refundable.

- <u>Group/Corporate Personal Training</u>
  - Cancellations of more than 48 hours' notice of appointment will not be charged
  - Cancellations of less than 48 hours' notice of appointment will be charged at 50% rate of the price advertised and agreed in advance within 15 days of the appointment, this may include the full hire charge rate. Further action will be taken if not paid the 50% rate will be to full price including hire charge within 30 days (45 days in total)
  - Any appointments that at made and no show from Group/Corporate appointments will result of paying the full rate and include the hire charge rate within 30 days
  - If payments were made in advance and cancellations occurred less notice or no show of the above will be non-transferable and no action to take on being charged. If payment was not made before session, the terms will apply as above.

<u>Exercise Referral Scheme</u>

Within the Exercise Referral Scheme, cancellation policies of the above will still apply as usual for all services during the 3-month program as a non-member user basis

<u>Yearly Membership</u>

- <u>Generic Terms</u>
  - Only members that have signed up and completed membership agreement and payment, conditions of the terms of agreement are still the same above, however charges are stated in the Members agreement as advertised compared to Non-Members with a different system method.
  - All sign up procedures have a 30-day policy to get you officially joined up on the date of sign up. After 30 days will occur a £50 charge for wasting our time as a penalty fine will be issued (see below for terms)

Emergency Circumstances: If the cancellation was made by the client due to an Emergency Circumstances that they are involved or been a witness for a friend or family member admitted to

Accident and Emergency (A&E), the cancellation policies from above can be waived providing if an A&E note is provided as proof of evidence in writing within 2 weeks from the date of the incident took place. If no note has been provided, this will be a breach of contract by the client and will be treated as a form of misconduct - the client will be acted as set out on our Cancellations policy.

Child Behaviour Policy: In our S&C Courses/Workshops if a child (under 16 years of age) has been misbehaving during sessions will be punished as this will not be tolerated which in turn distracts other children participants from learning and gaining the benefits in our S&C Courses/Workshops. The following procedure applies below:

1. First strike: an email will be issued on the session the child has been misbehaving during the S&C Course/Workshop as a warning.
2. Second strike: an email will be issued on the session on this second breach, meeting with the parents would be arranged to ensure we can help prevent further strikes from happening.
3. Third strike: An email will be issued on the session on this third breach, meaning the child would be suspended for 3 weeks (or 3 sessions during course from the end and applies from the start of S&C Course/Workshop to carry forward).
4. Final strike: An email will be issued on the session on this fourth and final breach – automatic exclusion from child on all S&C Courses/Workshops.

All the above will be treated as a form of misconduct from both child and parent responsible and any booked in S&C Courses/Workshops that have been purchased will be non-refundable regardless.

Appeals: The buyer reserves the right to appeal the charges if the buyer was not at fault that prevented them from missing an appointment for Strength and Conditioning 1:1 Personal Training and Team Sport Group and Express Group Training Group/Corporate Personal Training services and can only appeal within 30-45 days of the time frame on the invoice published. The company may ask for further evidence that we may contact if need be. If the evidence that the buyer provides is not true may lead to a false claim and can subject to a penalty fine straight away. Hire/rent charge for Strength and Conditioning 1:1 Personal Training cannot be appealed. Fitness Classes they cannot appeal to the charge as they have been given a 3-strike rule if the cancellation fee has not been paid within the time limit. Members that are on Yearly Membership can reserve the right to appeal the Members Agreement Charge regarding Membership renewal within a 30-day of the time frame on the invoice published as provisional (cancellation/overdue fees may apply), thereafter if no appeal has been made by the member, the charge will still stand as final notice before the 5th April. If, however the appeal has been made, action will be taken by #BreakingRecords Fitness to resolve the appeal case with the member before reaching a conclusion going forward.

Penalty Fines: The company requires all buyers to pay for the charges from breaching the terms and conditions under payment terms. The following below are the penalties of final notice of the remaining 15 days of terms and conditions. A letter will be sent explaining about the penalty fine and will not subject to appeal, within the penalty final notice, the participant cannot book or participate in any of the services provided until the penalty fine has been paid.

- Strength and Conditioning 1:1 Personal Training - £250
- Strength and Conditioning Team Sport Group - £300
- Express Group Training Fitness Classes – £200*
- Express Group Training Group/Corporate Personal Training - £350
- Yearly Membership for wasting our time - £100**
- Yearly Membership*** - £500 (£100-£250 fixed penalty)
- FALSE CLAIM APPEAL - £1000****

*£100 fine if paid within 30 days as requested
**£50 fine if paid within 30 days as requested

***Once a year on 1st February and all-inclusive for Yearly Members only (before 5th April as advertised in agreement – see above regarding appeals). £100-£250 fixed penalty will apply if fines are not paid within 3 consecutive months from Yearly Members
****This may add on with the penalty fine as above if the appeal is a false claim

Fail to pay within the time limit of the charges and/or penalty fines*, the company reserves the right to issue a small claims court order by HM Courts and Tribunal Services - this is also subject for the participant being banned from participating any of the services under the small claim court act, and communications via e-mail will be halted under the penalty notice period for future services until further notice of the result outcome.

*We will exercise our statutory right to interest and compensation for debt recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by The Late Payment of Commercial Debts Regulations 2002 if we are not paid according to the agreed payment terms.

Internal Complaints Procedure: Any form of feedback from a range of our services must be dealt with in writing to #BreakingRecords Fitness. Once a product has been purchased and used, the time limit shall only be available within the first 48 hours to make a formal complaint to resolve the dispute. This can be anything from a complaint such as a member of staff to another participant which this will be done in a confidential and professional manner. Please note your form of feedback will be passed onto members of staff for continuous monitoring and professional training developments. Any complaints that have been made after 48 hours will NOT be dealt with internally to resolve the dispute.

COVID-19 Protocol: The company are adhering to the advice and guidelines from Government on being cautious with Coronavirus to all those using our services such as Fitness Classes and Personal Training. Face Covering in sessions are not required as we are partaking in an exercise and physical activity sessions, it is not a legal requirement for you to wear one during your appointment in Personal Training or in Fitness Classes and this will be optional if you wish to wear a Face Covering, please be aware that legal limits and social distancing is not required at this time. The company are likely to share equipment in all services such as Fitness classes and Personal Training and we would ask to all customers to sanitise their hands upon entry and exit of all scheduled appointments and fitness classes taking place. All equipment usage will always be thoroughly cleaned to make all participants feel safe, only if the capacity for each session is filled more than 30% on the day that is taking place. If touch training for any of our Personal Training Sessions are required between trainer and client, we may have to use the form of Personal Protective Equipment to prevent the spread of Coronavirus, however this may change upon client preferability if touch training would be required or not in Personal Training sessions. If in the event of a Lockdown declared by local or national Government, we will do our best to ensure sessions are continuing as normal in difficult circumstances and to support all those involved regularly where possible.

If you are experiencing symptoms of Coronavirus and you have taken a COVID test before your appointment for Fitness Classes or Personal Training with us, please stay in isolation and inform us with immediate effect to ensure you keep us update on the test results. If the results do come back positive, your appointment will be transferred over at the earliest opportunity after you have served your isolation at no cost. If the results do come back negative, please be aware any form of appointments that you have missed will not be transferred over and/or that you may likely to receive a cancellation fee as normal. If you are experiencing symptoms of Coronavirus and you have not taken a COVID test before your appointment for Fitness Classes or Personal Training with us (whether this is likely to be in the same of different household), we would advise for you to take the test at the earliest opportunity available and if the appointment was cancelled with late notice or made no show, the appointment will not be transferrable and/or you may likely to receive a cancellation fee as normal. If you do not have any form of symptoms of Coronavirus and the cancellation has nothing to do with COVID, the appointment will not be transferrable and/or you may likely to receive a cancellation fee as normal. From the 16th August if you have been fully vaccinated and/or under 18 years old, you would not need to self-isolate. Those not fully vaccinated will still need to self-isolate if experiencing symptoms or tested positive for COVID as above.

Privacy Policy: The company shall hold your personal details on file and on computer in accordance with the Data Protection Act 2018 or known as the General Data Protection Regulations (GDPR). We can automatically opt you in for Newsletters and promotional activities via e-mail if a customer utilizes the services provided by #BreakingRecords Fitness on participation. However, you can only unsubscribe yourself off the Newsletter and/or promotional e-mails should you wish not to receive any communication from us and is not passed on to any third parties without your permission. Any requests on the reply of any Newsletters/Promotional e-mails from a customer wishes to be removed off the database manually, we reserve the right to ignore this request. If you have previously participated with us and do unsubscribe, your information will be permanently deleted including PAR-Q Form - which is highly likely that you will have to refill it in again later in the future. If you are a customer of the company under as Yearly Membership or any 1:1 Personal Training or Group Training, you must give 30 days' written notice in writing to be removed off the system to no longer take part in our services (for Yearly Membership only, please see Penalty Fines and Appeals above). Exercise Referral Scheme customers will only keep you on file for a 3-month period basis, until after the 3-month program has finished, it is the customers responsibility whether to continue with any form of exercise with us or not and normal GDPR rules will still apply as above. Subscription to our website or any form of contact, you may receive e-mails from us via Newsletter and/or promotions including online booking via bookwhen.com which this complies with the GDPR rules.

Fitness Challenges: Once every calendar month, we hold 1 Fitness Test as a challenge for our customers of #BreakingRecords Fitness to be in a chance to win some prizes. The company can reserve the right to terminate any previous winners from being able to claim the valid prize on offer, if the previous prize offer was not claimed by a set date and time – the rule will be valid for each previous winner for not claiming the first original prize will be at least 3 months from the expiry date as advertised. For example: If January's prize offer was not claimed by 20th February, the winner for not claiming the prize for January will be ineligible from winning other prizes for February, March, and April only. Any prize offers that are for free may occur an additional small fee to pay for such as Merchandise for a surcharge fee on handling and ordering your merchandise or Personal Training on consultation to be deducted percentage off to claim.

Termination: The company can reserve the right to terminate any inactive clients that are not continuously purchasing any Strength and Conditioning Services within 6-12 months of their last appointment. This is also the same for clients that are not continuously purchasing any Express Group Training Services within the last or up to 2 years of their last activity. Members (only on Standing Order Payment set up for Annual Membership with Over 50's and Full Adult that applies) on Yearly Membership that become inactive in any form of our Strength and Conditioning or Express Group Training services within the last or up to 2 years of their last activity, including no form of communication whatsoever – will be terminated by mutual consent and have the right to appeal within 1 month on the date of the email/letter given. However, if no appeal is made or they lose their appeal to be reinstated, they are no longer a member from this point forward. Privacy policy is stated as above regarding communication. Members that have made a direct form of payment for Annual Membership with no Standing Order Payment set up as above (Child Exemption, Corporate and Full Time Education Temporary Memberships don't apply on Standing Order), if they haven't made any form of activity of our Strength and Conditioning or Express Group Training services which includes a lack of communication and/or not completing the feedback survey since they have renewed their Membership successfully from the start of the year and/or had further action being taking and appealed to have Membership reinstated successfully, can be terminated at the end of the year with no notice to give in writing.

Medical Leave Form: The client can reserve the right under Strength and Conditioning 1:1 or Yearly Membership basis officially claim for requesting time off from sessions if the Medical Condition from a sudden injury or illness occurs for no less than 6 months. This will allow the client to be entitled to hold the remainder of the PT Sessions until the client returns to training as normal. If after 6 months no change of sudden illness or injury is recovering better, the client may lose all the remainder of the PT Sessions and have my Agreement Terminated by Mutual Consent. A letter of a GP Note in writing could be required for evidence to keep track. If the condition is likely to be 6-12 months out of action

from the client, the decision will be reviewed on conditional basis if updates between client and GP to us are regular. If the condition is permanent of more than 12 months onwards, the client will be terminated from this point forward by Mutual Consent as applicable from Termination above.

Equal Opportunities: #BreakingRecords Fitness is committed to promoting a best-practice environment, where every participant is treated with respect and dignity. No personnel or participant or any related third party should feel threatened, mistreated on the grounds of race, colour, nationality and ethnic or national origin, sex, marital status, sexual orientation, disability, physical characteristics, and health, religious or political beliefs. #BreakingRecords Fitness is responsible for ensuring that all individuals receive the same treatment, regardless of race, colour, nationally, ethnic, or national origin, sex, marital status, sexual orientation, disability, physical characteristics, health, religious or political beliefs.

Environment/Sustainability: #BreakingRecords Fitness is an organisation that provides Strength and Conditioning and Express Group Training within the local community in Breckland and the surrounding areas in Norfolk. The organisation operates from our head office in Necton which includes Village Halls, Sportshalls, Gyms and outdoor private and public spaces promoting good improvement on fitness as well as overall health and wellbeing. #BreakingRecords Fitness recognise that climate change is a serious global issue. As an organisation we are committed to minimizing our contribution to climate change. The organisation will comply with EU and UK regulations and directives that promotes and protects the environment whilst conducting sessions outdoors or inside facilities for all services to clients and members. The key points of its strategy to achieve this are:

- #BreakingRecords Fitness will monitor and work to reduce its contribution to environmental emissions from travel undertaken for business purposes. As well as working with members and clients to car share or use alternative transport will contribute to reduce emissions for traveling to sessions on a regular basis.
- #BreakingRecords Fitness will monitor and manage its consumption and use of energy when using facilities on hire for sessions. We will work to reduce the consumption of energy and to reduce our contribution to emissions of gases and other pollutants which are believed to contribute to climate change.
- #BreakingRecords Fitness will work to reduce the consumption of water within using facilities on hire and reduce discharges. We ask all clients and members to bring their own reusable water bottle as this helps to reduce the volume of plastic waste we recycle.
- #BreakingRecords Fitness will ensure the use of resources such as paper for recording down key performance indicators (KPI) for Class Registers, collecting Personal Information PAR-Q's and advertising events coming up. This is to be efficient and environmentally responsible to reuse or recycle.
- #BreakingRecords Fitness recognizes the responsibility from its staff have in contributing to good environmental management. We will seek to harness and channel the enthusiasm and interest shown by staff and will provide appropriate information and support to ensure that all of them exercise their environmental responsibility.

Photo/Video Promotions: #BreakingRecords Fitness reserves the right to film or take photos for promotional usage to outreach on social media to advertise to the public. If you do not want to be involved in any promotional activity due to legal reasons, please inform us in writing immediately to not be involved at all or not feature you in as much as a group where possible. Any participants under 16 years of age must need parent/guardian approval for promotional material in any services. Photo/Video Release Forms are given for only Strength and Conditioning, Group Training and Exercise Referral Scheme purposes.

Age limit: #BreakingRecords Fitness participants can only partake in any services of the age limits below:

- Strength and Conditioning 1:1 Personal Training - any age.

- Strength and Conditioning Courses/Workshops - over 9 years old (age limit for Youth Courses only apply on advertising).
- Strength and Conditioning Team Sport Group - any age as a whole Team Sport Group base - please advise on the booking as requested
- Express Group Training Fitness Classes - over 12 years old (must always be accompanied by an adult during Fitness Classes if child is under 16 years of age)
- Express Group Training Group/Corporate Personal Training - over 18 years old
- Exercise Referral Scheme - any age providing the customer has a medical condition to be able to participate in the 3-month Program
- Membership - Over 18 years old to apply for Full Membership (or under 16 years old if not in Full Time Education). Parent/guardian have legal responsibility for their own children wishing to join as a Member until they have reached their 16th birthday
- Membership - Education can only apply for a temporary Membership once a year if they are studying in Full Time Education either in College or University without adult supervision. If they are no longer in Full Time Education, they will have to apply for a Full Adult Membership
- Membership - Corporate can only apply for a temporary Membership for one season if they work for a Corporate company (such as emergency services or any keyworker). Thereafter they will have to apply for a Full Adult (or Over 50's) Membership to continue
- Membership - Over 50's are entitled to a discounted price if the condition is set for Over 50's classes - for other use it will be Non-Member PAYG price only

Note - Normal parental/guardian consent will still apply if customer is a child under 16 years old