

FitState Online

Terms and Conditions

INTRODUCTION

This agreement is between you (the “Client”) and your online coach (the “Trainer”) who delivers your programme

The Client understands that the Trainer’s are self-employed, and is entering into the contract with FitState (Viki & Zoë).

Should the Client commence coaching with the Trainer, the Client will constitute acceptance of these Terms and Conditions.

TRAINER’S OBLIGATIONS

The Site is not intended for individuals under the age of 18. If you are the parent or guardian and believe your child has provided us with Personal Information, please contact us at the address below to request deletion.

The Trainer’s will use their knowledge and expertise to design safe exercise programmes online. These group classes are not personal training sessions and it is the client’s responsibility to be fit and well before partaking in these classes. Clients should check with their medical supervisor if there are any doubts into participation. The Trainer’s will not be held accountable for any injuries sustained in these workouts. If you have a particular injury please advise the Trainer’s in advance of the classes so that an alternative exercise can be included if possible. However it is not certain that that exercise will be included.

The Trainer’s have the right to terminate your payments and close your account at any time.

All Client information will be kept strictly private and confidential unless otherwise requested. See privacy policy included.

The trainer’s will be obliged to provide new content on the website – if for some unforeseen circumstance which dictates that the trainer’s cannot provide a live class, the trainer’s will ensure there is a new workout uploaded for that day in place of the live session. Should the trainer’s be unable to attend in a live capacity the workout will therefore still be available. The trainer’s will try wherever possible to always provide new material even if this cannot be live.

The trainer's do not take responsibility for any interference or breakdown of technology in providing the classes. Should there be an issue with the technology the trainer's will try as far as possible to provide content on that day at the correct time where possible. However the Trainer's cannot be held responsible for any failure on behalf of the provider "Zoom" should the technology not be operating at that time.

The trainer's cannot be held responsible for the class failing to start on time due to a connection failure on behalf of the supplier Zoom. The trainer's will attempt as far as possible to ensure every class starts at the allocated time where possible.

CLIENT'S OBLIGATIONS

By participating in our Fitness Classes, you acknowledge and agree that you are voluntarily participating in such Fitness Classes; hereby assume and accept any and all risks of injury, physical harm, or death; acknowledge and represent that you are physically sound and do not suffer from any illness, impairment, disease or other condition that would prevent you from participating in the Fitness Classes, performing any exercises, or using any equipment; and knowingly and voluntarily, on behalf of yourself and your heirs and assigns, forever waive, release, discharge and hold harmless FitState (Viki & Zoë) from any and all liability, damages, losses, suits, demands, causes of action (including, without limitation, negligence) or other claims of any nature whatsoever, including, without limitation, any losses for property damage, personal injury, or death, arising out of or relating in any way to your participation in the Fitness Classes.

You acknowledge that participation in fitness classes involves strength, flexibility, aerobic, cardio and other exercises, including the use of equipment, all of which can be potentially hazardous activities. You accept full responsibility over the location where you engage in fitness classes accessible via the FitState Online platform. .

You can cancel your subscription at any time. Once the subscription is cancelled the client will be able to use all services on the site for the rest of that paid month and after that period the site will be unavailable to use. There will be no refunds issued once the month is paid.

The trainer's may ask you why you have chosen to cancel and may use any answers you provide to improve the content and services, however please note that you are under no obligation to provide any details if you do not wish to and your answers will not be published in any way.

As part of the registration process, you will be asked to select a username and password. You are entirely responsible for maintaining the security and confidentiality of your account and password. FURTHERMORE, YOU ARE ENTIRELY RESPONSIBLE FOR ANY AND ALL ACTIVITIES AND CONDUCT, WHETHER BY YOU OR ANYONE ELSE, THAT ARE CONDUCTED THROUGH YOUR ACCOUNT.

The client must not download or attempt to copy or forward any of the material on this site. That is strictly forbidden and against copyright issues.

GENERAL

The Trainer's have the right to change these Terms and Conditions to be able to offer new services or as required by law. The Client will be notified of any changes.

Payment for Subscriptions must always be made in advance.

Should the Trainer's need to suspend the site for any reason the client will be informed in advance and the subscription/payments will be put on hold for that period.

Please give any feedback or ask questions via the contact form.

COOKIES

A cookie is a small amount of information that's downloaded to your computer or device when you visit our Site. We use a number of different cookies, including functional, performance, advertising, and social media or content cookies. Cookies make your browsing experience better by allowing the website to remember your actions and preferences (such as login and region selection). This means you don't have to re-enter this information each time you return to the site or browse from one page to another. Cookies also provide information on how people use the website, for instance, whether it's their first time visiting or if they are a frequent visitor.