



T2 Fitness Education Terms & Conditions

OUR TERMS

1. THESE TERMS

1.1 What these terms cover.

These are the terms and conditions on which we supply products to you, whether these are goods, services or digital content.

1.2 Why you should read them.

Please read these terms carefully before you submit your registration form to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 Who we are.

We are T2 Fitness Training & Education Limited a company registered in England and Wales. Our company registration number is 08503211. Our registered VAT number is 169767352.

2.2 How to contact us.

You can contact us by telephoning Stuart Gatherum on 07816 240 137 or by writing to us at info@t2fitness.co.uk and/or our postal address at 10 Queens Crescent, Shrivenham, Oxfordshire, SN6 8DD.

2.3 How we may contact you.

If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your registration form.

2.4 "Writing" includes emails.

When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

3.1 How we will accept your registration.

Our acceptance of your registration will take place when we email or write or call you to accept it, at which point a contract will come into existence between you and us.

3.2 If we cannot accept your registration.

If we are unable to accept your registration, we will inform you of this in writing and will not charge you for the services. This might be because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product/services or because we are unable to meet a delivery deadline you have specified.

3.3 We only sell to the UK.

Our brochure and marketing material is solely for the promotion of our products in the UK. Unfortunately, we do not accept orders or registration from addresses outside the UK.

4. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the service that you have registered for please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the service, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see [Clause 7](#), Your rights to end the contract).

5. OUR RIGHTS TO MAKE CHANGES

5.1 Minor changes to the products.

We may change the service:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements, for example to address a security threat.

These changes will not affect your use of the service.

5.2 Updates to digital content.

We may update or require you to update digital content, provided that the digital content shall always match the description of it that we provided to you before you bought it.

6. PROVIDING THE PRODUCTS

6.1 When we will provide the products.

During the registration process we will let you know when we will provide the services to you.

- (b) **If the products are one-off services.** We will begin the services on the date agreed with you during the registration process. The estimated completion date for the services is as told to you during the registration process. Workbooks and study materials will be provided to you on the first day of your course along with details of tutor contact.
- (c) **If the product is a one-off purchase of digital content.** We will make the digital content available for download by you as soon as we accept your registration and receive payment in full (unless an instalment plan has been agreed).
- (d) **If the products are ongoing services or a subscription to receive goods or digital content.** We will supply the services, goods or digital content to you until either the services are completed or the subscription expires (if applicable) or you end the contract as described in [Clause 7](#) or we end the contract by written notice to you as described in [Clause 9](#). Workbooks and study materials will be provided to you on the first day of your course along with details of tutor contact.

6.2 We are not responsible for delays outside our control.

If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services you have paid for but not received.

The right to substitute - The Company also reserves the right to provide suitable substitute materials in the event that Edufit, Focus or YMCA (our awarding bodies) and their online content become unavailable for whatever reason

6.3 If you do not allow us access to provide services.

If you do not allow us to perform the services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange we may end the contract and [Clause 9.2](#) will apply.

6.4 What will happen if you do not give required information to us.

We may need certain information from you so that we can supply the services to you, for example, Physical Activity Readiness Questionnaire. If so, this will have been notified to you before you registered. We will contact you in writing to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and [Clause 9.2](#) will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

6.5 Reasons we may suspend the supply of products to you.

We may have to suspend the supply of services to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the services to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the services as requested by you or notified by us to you (see [Clause 5](#));
- (d) deal with venue availability (in which case you may be transferred to an alternative course free of charge);
- (e) deal with a lack of students enrolling on a particular course (in which case you may be transferred to an alternative course free of charge).

6.6 Your rights if we suspend the supply of products.

We will contact you in advance to tell you we will be suspending supply of the services, unless the problem is urgent or an emergency. If we have to suspend the services for longer than one month in any three months we will adjust the price so that you do not pay for services while they are suspended. You may contact us to end the contract for services if we suspend it, or tell you we are going to suspend it, in each case for a period of more than one month and we will refund any sums you have paid in advance for the services in respect of the period after you end the contract.

6.7 We may also suspend supply of the products if you do not pay.

If you do not pay us for the services when you are supposed to (see [Clause 11.4](#)) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the services. We will not suspend the services where you dispute the unpaid invoice (see [Clause 11.6](#)). We will not charge you for the services during the period for which they are

suspended. As well as suspending the services we can also charge you interest on your overdue payments (see [Clause 11.5](#)).

7. YOUR RIGHTS TO END THE CONTRACT

7.1 You can always end your contract with us.

Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- (a) **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see [Clause 10](#);
- (b) **If you want to end the contract because of something we have done or have told you we are going to do**, see [Clause 7.2](#);
- (c) **If you have just changed your mind about the services**, see [Clause 8.3](#).
You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions [and you will have to pay the costs of return of any goods];
- (d) **In all other cases (if we are not at fault and there is no right to change your mind)**, see [Clause 7.7](#).

7.2 Ending the contract because of something we have done or are going to do.

If you are ending a contract for a reason set out at [Clause 7.2\(a\) to clause 7.2\(e\)](#) below the contract will end immediately and we will refund you in full for any services which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the product or these terms which you do not agree to (see [Clause 5.2](#));
- (b) we have told you about an error in the price or description of the services you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the services may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than one month; or
- (e) you have a legal right to end the contract because of something we have done wrong.

7.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013).

For most products and services bought off-premises you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

7.4 Our goodwill guarantee.

Please note, these terms reflect the goodwill guarantee offered by T2 Fitness Training & Education Limited of Jtd Accountants Ltd, PO BOX 244, Benfleet, England, SS7 9EE to its UK customers, which is more generous than your legal rights under the Consumer Contracts Regulations in the ways set out below. This goodwill guarantee does not affect your legal rights in relation to faulty or misdescribed products (see [Clause 10.2](#)):

- (a) **Transferring to a later course for services.**

Once a course for our services has been booked you will be expected to attend the classes and assessments for the dates communicated to you following registration. If you cannot attend your chosen dates and you wish to change to another date, we will arrange a transfer onto a future course for our services. This will incur a £50 transfer fee.

In order to transfer you must notify us in writing or email a minimum of 24 hours before your course attendance.

7.5 When you don't have the right to change your mind. You do not have a right to change your mind in respect of:

- (a) courses of study (including: Level 2 Fitness Instructor, Level 2 Exercise to Music, Level 3 Sports Massage Therapy, Level 3 Personal Training, Level 3 Pilates, Level 3 Exercise Referral, Level 4 Low Back Pain Management, Suspended Movement Training, Kettlebells, First Aid, Studio Cycling, Business Skills, Strength & Conditioning, Circuit Training, ANKORR, Movement Specialist Diploma, Performance Specialist Diploma, Treatment Specialist Diploma, Gym and PT Combined Diploma).
- (b) digital products after you have started to download or stream these;
- (c) services, once these have been completed, even if the cancellation period is still running;

7.6 How long do I have to change my mind?

How long you have depends on what you have registered for.

(a) **Have you bought services (for example, Fitness Course or Diploma)?**

If so, you have 14 days after the day we email you to confirm we accept your registration. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, but within the 14 days, you must pay us for the services provided up until the time you tell us that you have changed your mind.

(b) **Have you bought digital content for download or streaming (for example, our mobile phone app)?**

If so, you have 14 days after the day we email you to confirm we accept your order, or, if earlier, until you start downloading or streaming. If we delivered the digital content to you immediately, and you agreed to this when ordering, you will not have a right to change your mind.

7.7 Ending the contract where we are not at fault and there is no right to change your mind.

Even if we are not at fault and you do not have a right to change your mind (see [Clause 7.1](#)), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for goods or digital content is completed when the product is delivered, downloaded or streamed and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and you will not be entitled to any refund.

8. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

8.1 Tell us you want to end the contract.

To end the contract with us, please let us know by doing one of the following:

(a) **Phone or email.**

Call Stuart Gatherum on 07816 240 137 or email us at info@t2fitness.co.uk. Please provide

your name, home address, details of the order and, where available, your phone number and email address.

(b) By post.

Simply write to us at 10 Queens Crescent, Shrivenham, Oxfordshire, SN6 8DD, including details of what you bought, when you registered and your name and address.

9. OUR RIGHTS TO END THE CONTRACT

9.1 We may end the contract if you break it.

We may end the contract for a product at any time by writing to you if:

- (a)** you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;
- (b)** you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services, for example, Physical Activity readiness Questionnaire;
- (c)** you do not, within a reasonable time, allow us to supply the services; or
- (d)** do not comply with the rules of conduct during an assessment, including malpractice in any exam.

9.2 You must compensate us if you break the contract.

If we end the contract in the situations set out in [Clause 9.1](#) we will not refund any money you have paid in advance for services and the full amount for the services remains payable.

9.3 We may withdraw the services.

We may write to you to let you know that we are going to stop providing the services. We will let you know at least one month in advance of our stopping the supply of the services and will refund any sums you have paid in advance for services which will not be provided.

10. IF THERE IS A PROBLEM WITH THE PRODUCT

10.1 How to tell us about problems.

If you have any questions or complaints about the services, please contact us. You can telephone Stuart Gatherum on 07816 240 137 or write to us at info@t2fitness.co.uk or 10 Queens Crescent, Shrivenham, Oxfordshire, SN6 8DD.

10.2 Summary of your legal rights.

We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If your product is **goods**, for example our starter packs, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected life of your product your legal rights entitle you to the following:

up to 30 days: if your item is faulty, then you can get a refund.

up to six months: if your faulty item can't be repaired or replaced, then you're entitled to a full refund, in most cases.

up to six years: if the item can be expected to last up to six years you may be entitled to a repair or replacement, or, if that doesn't work, some of your money back.

If your product is **digital content**, for example a mobile phone app, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

if your digital content is faulty, you're entitled to a repair or a replacement.

if the fault can't be fixed within a reasonable time, or without causing you significant inconvenience, you can get some or all of your money back.

if you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.

If your product is **services**, for example a Fitness Course or Diploma, the Consumer Rights Act 2015 says:

you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.

if you haven't agreed a price upfront, what you're asked to pay must be reasonable.

if you haven't agreed a time upfront, it must be carried out within a reasonable time.

11. PRICE AND PAYMENT

11.1 Where to find the price for the product.

The price of the services (which includes VAT) will be the price advertised and agreed with you. We use our best efforts to ensure that the price of the services advised to you is correct. However please see [Clause 11.3](#) for what happens if we discover an error in the price of the services you order.

11.2 We will pass on changes in the rate of VAT.

If the rate of VAT changes between your registration date and the date we supply the services, we will adjust the rate of VAT that you pay, unless you have already paid for the services in full before the change in the rate of VAT takes effect.

11.3 What happens if we got the price wrong.

It is always possible that, despite our best efforts, some of the services we sell may be incorrectly priced. We will normally check prices before accepting your registration so that, where the services' correct price at your registration date is less than our stated price at your registration date, we will charge the lower amount. If the services' correct price at your registration date is higher than the price stated to you, we will contact you for your instructions before we accept your registration. If we accept and process your registration where a pricing error is obvious and unmistakable and could reasonably have

been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

11.4 When you must pay and how you must pay.

We accept payment by bank transfer or cheque. When you must pay depends on what services you are buying:

- (a) For **goods**, you must pay for the products before we dispatch them. We will not charge your credit or debit card until we dispatch the products to you.
- (b) For **digital content**, you must pay for the products before you receive access to them.
- (c) For **services**, you must pay in one of the following ways:
 - (i) full payment by cheque or bank transfer before we start providing the services; or
 - (ii) we will invoice you monthly in advance for the services until the services are completed (this will require you entering into a Recurring Payment Agreement for the amount and number of instalments stated in the T2 Fitness payment plan (depending upon the course of your choice)). You must pay each invoice within 14 calendar days after the date of the invoice; or
 - (iii) we will invoice you for the services in three instalments. The first instalment will be sent to you prior to the services commencing. You must pay each invoice within 14 calendar days after the date of the invoice.

11.5 We will charge a fee to set up a Direct Debit.

If you pay by instalments, as per clause [11.4\(c\)\(ii\)](#) and [11.4\(c\)\(iii\)](#) then we will charge a fee of £25 to arrange the Direct Debit payment.

11.6 We can charge administration fees for returned cheques.

If you pay by cheque and this cheque is returned to us by the bank then there will be a £20 administration and bank charge fee applicable and you will be required to pay us by bank transfer.

11.7 We can charge interest if you pay late.

If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 8% a year above the base lending rate of Barclays Bank from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. This fee can be substituted for a flat fee of £50 should your payment be over £200. You must pay us interest together with any overdue amount.

11.8 What to do if you think an invoice is wrong.

If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

11.9 Certificates to be provided upon receipt of completion and full payment.

You will be provided with a Course Certificate when we have received payment in full and you have completed the course in full.

12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

12.1 We are responsible to you for foreseeable loss and damage caused by us.

If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew

it might happen, for example, if you discussed it with us during the sales process.

12.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.

This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services as summarised at [Clause 10.2](#); and for defective products under the Consumer Protection Act 1987.

12.3 When we are liable for damage to your property.

If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.

12.4 When we are liable for damage caused by digital content.

If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

12.5 We are not liable for business losses.

We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13. HOW WE MAY USE YOUR PERSONAL INFORMATION

13.1 How we will use your personal information. We will use the personal information you provide to us:

- (a) to supply the services to you;
- (b) to process your payment for the services; and
- (c) if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.

13.2 We will only give your personal information to other third parties where the law either requires or allows us to do so.

14. OTHER IMPORTANT TERMS

14.1 Assessments.

You must attend the assessment date allocated to your course. Failure to attend will result in rescheduling the assessment at an additional cost of £100. We will arrange the new assessment date following payment of the £100.

If you have purchased services for a PT and Gym course, practical assessments students must bring one subject for the duration of around a hour and a half. Failure to supply assessment subjects may result in your assessment being cancelled in which case you will have to reschedule at a cost of £100. We will arrange the new assessment date following payment of the £100.

14.2 Re-Sits.

If you refer either a practical or a theory assessment you will need to arrange to re-sit. You may re-sit your exams and practical once free of charge. Following this you will be required to pay £100 for practical reassessments and £50 for theory re-sits. You are entitled to unlimited re-sits.

14.3 Submission of Work

You are responsible for ensuring that all worksheets and completed portfolios are made available to the course tutor for marking prior to the date of assessment. Failure to hand in completed work in a timeframe to allow the tutor to assess the work and for any required changes to be made may jeopardise your eligibility to partake in the assessments resulting in reassessment charges (as per [Clause 14.1](#)).

14.4 Certificates

You will be provided with a Course Certificate when we have received payment in full and you have completed the course in full (as per [Clause 11.9](#)). Replacement certificates can be provided at a cost of £25 per certificate (Re-issue Fee). Any replacement certificates will be provided upon receipt of full payment of the course fee and Re-issue Fee.

14.5 We may transfer this agreement to someone else.

We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 7 days of us telling you about it and we will refund you any payments you have made in advance for services not provided.

14.6 You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).

You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. However, you may transfer our guarantee at [Clause 7.4](#) to a person who has acquired the product or, where the product is services, any item or property in respect of which we have provided the services. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item or property.

14.7 Nobody else has any rights under this contract (except someone you pass your guarantee on to).

This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in [Clause 14.6](#) in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

14.8 If a court finds part of this contract illegal, the rest will continue in force.

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

14.9 Even if we delay in enforcing this contract, we can still enforce it later.

If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.

14.10 Which laws apply to this contract and where you may bring legal proceedings.

These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.

14.11 Use of Blunsdon Fitness Gym

The use of the facilities at Blunsdon Fitness is available for the hours of your course and only the hours of your course. If you wish to use the facilities outside of these hours you may do so with the permission of Blunsdon Fitness and may incur a guest fee. Any damages to equipment made by you as a non-

member of the club may be your direct responsibility and not passed on to T2 Fitness.