

# Terms and Conditions

This website is owned by Amy Lamont Fitness ("I", "my", or "me").

When you visit this website, or when I provide my services to you, you agree to be bound by the following terms and conditions.

## 1. Definitions

'Content' means the text, images and photographs that are encountered as part of your experience visiting this website, any other webpages that I control, including my social media pages, and any other electronic publication that I make available, including newsletters.

'Intellectual Property' means intellectual property owned by me, of every sort, including Content, whether or not registered or registrable in any country, including intellectual property of all kinds coming into existence after today, together with all rights which are derived from those rights.

'Services' means one or more fitness classes, whether delivered in person or at distance.

## 2. Basis of Contract

- 2.1. In entering into this contract you have not relied on any representation or information from any source except my explanation of the Services on this website.
- 2.2. You acknowledge that you understand exactly what is included in the Services and you are satisfied that the Services are suitable and satisfactory for your requirements;
- 2.3. The contract between us comes into existence only when I write to you to confirm the time and date of the Services. Your payment does not create a contract.
- 2.4. If I decline to provide my Services to you, then I shall refund you.

### **3. Reserving a class**

- 3.1. I reserve the right to terminate your reservation and retain any money paid if I reasonably believe that you are in full or part breach of this agreement.
- 3.2. You may make reserve a place in a fitness class on someone else's behalf. You are responsible for ensuring that any client for whom you are reserving complies with these terms as if that client had made the reservation.

### **4. Payments**

- 4.1. Card payments are not processed by us. We use one or more online payment service providers who will encrypt your card or bank account details in a secure environment.
- 4.2. Prices are per class.
- 4.3. The price you pay is the price shown in your cart when you go to pay.

### **5. Cancellation and relocation**

- 5.1. You may cancel a reservation for a class within 24 hours of the start of the class.
- 5.2. If you cancel within the period specified above, you may transfer your reservation to another time and date. If you cancel later, you are not entitled to any refund. I may, in my absolute discretion, refund part of any money you have paid.
- 5.3. The confirmation of cancellation that I send to you is your proof of cancellation and should be retained by you.

### **6. Release of liability for fitness classes**

You now agree:

- 6.1. to take all precautions to ensure the safety of all participants of a fitness class in which your participate;

- 6.2. that you acknowledge that fitness activities can be strenuous and at times, dangerous and that you will rely upon your own judgement in deciding whether to participate in any fitness class or exercise;
- 6.3. you will not hold Amy Lamont Fitness or any employee or contractor of that business liable for any pre-existing injuries or medical condition which may be exacerbated if you participate in any fitness class; and
- 6.4. you will not hold Amy Lamont Fitness or any employee or contractor of that business liable for any injury, loss or damage which may be sustained as a result of participating in a fitness class.
- 6.5. You agree to waive, release and discharge Amy Lamont Fitness, and its staff, agents, subcontractors and representatives of all liability, claims, damage, costs or expenses which you may have against them arising out of or in connection with my participation in any fitness class.
- 6.1. This release extends to all claims of any kind whatsoever, foreseen or unforeseen, known or unknown.

## **7. Use of Intellectual Property**

You agree that at all times you will:

1. not do anything which does or might reduce the value of my Intellectual Property or challenge my ownership of it; and
2. notify me of any suspected infringement of my Intellectual Property;

and without my express permission you agree:

3. so far as concerns Content made accessible by me to you, copy or make any change to it or any part of it; or use it in any way in which it is not intended to be used; and
4. not to use my Intellectual Property except directly in my interest.

## **8. Disclaimers and limitation of liability**

- 8.1. The law differs from one country to another. This paragraph applies so far as the applicable law allows.
- 8.2. All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction an implied condition, warrant or term

cannot be excluded, then this sub paragraph shall be deemed to be reduced in effect, only to the extent necessary to release that specific condition, warranty or term.

- 8.3. You are advised that Content may include technical inaccuracies or typographical errors. I would be grateful if you bring any that you find to my immediate attention.
- 8.4. Content may contain links to others over which I have neither power nor control. You acknowledge and agree that I shall not be liable in any way for the content of any such linked website, nor for any loss or damage arising from your use of any such website nor from your buying services or goods from such a website.
- 8.5. This website is provided 'as is'. I make no representation or warranty that it will be: useful to you; of satisfactory quality; fit for a particular purpose; or available or accessible, without interruption, or without error.
- 8.6. I disclaim any obligation or liability to you arising directly or indirectly from any Content.
- 8.7. You agree that in any circumstances when I may become liable to you, the limit of my liability is the amount you have paid me for a fitness class.
- 8.8. I shall not be liable to you for any loss or expense that is an indirect or consequential loss; or an economic loss or other loss of turnover, profits, business or goodwill even if such loss was reasonably foreseeable or I knew you might incur it.

## **9. Miscellaneous matters**

- 9.1. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 9.2. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.

- 9.3. The validity, construction and performance of this agreement shall be governed by the laws of Ireland and you agree that any dispute arising from it shall be litigated only in that country.