



## ARISTOS FITNESS TERMS AND CONDITIONS

### INTRODUCTION

To help you get the most out of Aristos Fitness and to understand our responsibilities to you and your responsibilities to us, please read these terms and conditions. Please remember that if you sign up to any of our online facilities or groups, additional terms and conditions may apply.

The language we use should make these terms and conditions as clear as possible. If you have any questions, a member of our team will be happy to help you.

To help make these terms and conditions easy to read, we have split them into three parts:

- **Part A – Terms and conditions of membership**

All members must keep the same terms and conditions, including adult and child members whose memberships are linked to other members and child members whose application form has been signed on their behalf by an adult.

- **Part B – Rules and regulations for using facilities**

These terms and conditions apply to all our members, Pay As You Go users and guests. They are necessary to make sure we can offer an enjoyable and safe environment for you, your guests and our other members to share during every visit to the gym.

- **Part C - Terms and conditions for ordering / purchasing products and services through the Aristos Fitness website**

These terms and conditions apply at all times and take priority over anything a member of our team has told you.

These terms and conditions replace any previous versions.

### Part A – TERMS AND CONDITIONS OF MEMBERSHIP

#### Definitions that apply to part A:

**You** – the lead member.

**Linked member** – anyone who is linked to your membership.

**Your entire membership** – your membership and the membership of your linked members.

**We and us** – Aristos Fitness Ltd.

**Your gym** – the Aristos Fitness training facility.

#### 1. Responsibilities of lead members and linked members

a. Every person who signs the membership application and waiver will be jointly and individually responsible under this agreement.

b. This means that:

- if one of those people tells us to do anything in relation to the membership (including ending it) we will take that as authority from all of them;
- each of those people will be responsible for paying all of the appropriate membership fees for themselves, for any other people who have signed the form and for all linked members (whether adults or children); and
- each of those people will be responsible for paying any extra charges and fees which they, and any other people who have signed the form, a linked member or a guest has to pay for using facilities and services not covered by the membership category.

c. The responsibility in A1b for the fees and charges of any linked member continues until:

- the linked member's link with the lead member changes in any of the ways set out in A7 'Changing your membership'; or
- the linked member ends their membership by following the procedure in A9 'Ending your membership'.

d. All of these terms and conditions of membership apply to you and all linked members unless we tell you otherwise.

e. You and all linked members must keep to the rules and regulations for using facilities set out in Part B.



## 2. Notice

a. We calculate membership in whole calendar months. We ask that all members give a minimum notice period of **one full calendar month** to end a membership. If you give notice during a month, we will treat it as if we received it on the first day of the following month and the notice period will run from that day. For example, if we receive your notice on 23 May, your notice will start from 1 June, it will run out on 30 June, your membership will end on 30 June and you will pay one more monthly payment on (1 June) after giving notice. The only exception to this is if you give us notice at the beginning of a month. This means that if we receive notice from you up to and including the **fourth day of a month**, we will treat it as if we received it on the first day of that month and the notice period will run from that day.

b. If you want to give notice, it must be in writing (either via email or letter). You can include any evidence required to accompany your notice as attachments to an email.

c. Your notice is not effective until we have received it. We strongly advise that when you give notice you get proof that we have received it. For example:

- if you send us notice by post, send it by recorded delivery (we will have to sign the delivery notice when we receive it);
- if you send us notice via email, ask for a delivery receipt

d. We will confirm we have received your notice within 10 days of receiving it. If you do not receive this confirmation within 10 days, you must immediately let us know so we can check whether we have received it.

e. From time to time we will need to contact you about your membership, so it is important you let us know if your address, contact phone number or email address changes.

f. If we need to give notice to you:

- it will be effective if we send it to the address or email address we have in the records we hold about you; and
- if we give notice during a month, our notice period will run from the first day of the following month.

## 3. Membership Categories

a. You are entitled to use the facilities available under your category of membership. When you join, we will give you information about the range of facilities available to you and when you can use them. Each category of membership may have certain restrictions which only apply to that category of membership. We will tell you about these restrictions when you join or when you change your category of membership, whichever applies.

b. We may choose to stop providing certain membership categories. If this is the case and you are a new member or an existing member, you will not be able to take advantage of these categories unless they become available again.

c. Children can access the gym program through block booking appropriate classes (through the website) or through linking them to your adult membership (age limits apply). We also require a parent or guardian to complete and sign a waiver on behalf of every child who accesses the gym program.

## 4. Membership Types and Length of Membership

a. We offer a number of different types of membership, as outlined on our website [www.aristosfitness.co.uk](http://www.aristosfitness.co.uk).

b. Your membership will begin on the date you request your membership is activated.

c. Your membership will run indefinitely until you give us at least one full month's notice in writing in line with A2 'Notice' unless we cancel your membership (see A10 'Cancelling your membership').

d. There is more information on ending your membership in A9.

e. You can switch to a different type of membership at any time. If you wish to change your type of membership you must give us one month's notice.

## 5. Starting Your Membership

a. You can choose for your membership fees to be billed monthly on the 1st or the 15th of each month. You will automatically be assigned to the next billing date unless you request otherwise.

b. You will need to pay an amount to cover your membership fee from the day that you join until the next billing date (as outlined above).

c. You can change your mind about joining. To do this you will need to give notice in writing. If you change your mind, we will refund any fees you have already paid and your entire membership will end. You can do this any time up to seven working days after making your membership application or up to the first time you or your linked members enter the gym to use the facilities, whichever is earlier.

## 6. Membership Fees



Membership fees will be billed through our gym software, Wodify, unless we agree otherwise. You are responsible for entering your card details for billing when you join and for keeping them up to date. You will be automatically notified should any payment fail.

#### **7. Changing your Membership Type and Linked Members**

- a. We realise that your needs can change over time, so you can apply to change your membership type by contacting us. If you wish to change your type of membership you must give us one months notice.
- b. When you change categories, your membership fees will change to the current fees advertised for that category.
- c. If you are linked to another member (i.e. through a couples membership), either you or the other member can ask to remove that link. If either linked member wishes to end their membership, they will need to give the period of notice that applies to their membership.
- d. If we remove someone from a linked membership, the member who is left will become an individual member. If we remove the link between two members, each member will become an individual member.
- e. Except where a linked member ends his or her membership, any changes to your monthly payments caused by adding or removing a linked member will apply from the 1st of the month after the change takes place, as long as we receive notice of the changes by the 20th of the month. Changes to your monthly payments when a linked member has ended his or her membership will apply at the end of the linked member's notice period.

#### **8. Suspending Your Membership**

- a. At any time (other than after you have given us notice to end your membership) you can suspend your membership for a single period of between two and nine calendar months within any twelve month period.
- b. If you wish to suspend your membership you will need to provide notice in writing, providing details of the start date for the suspension and the number of months that you would like it to last.
- c. If your membership has linked members:
  - you can suspend the entire membership for yourself and all linked members.
  - individual adult linked members can suspend their membership.
- d. The suspension will take effect from the first day of the month following the date we receive your written notice of membership suspension. As the suspension will not take effect until we have received your written notice, we strongly advise that you get proof that we have received it. For example, if you send notice by post, send it by recorded delivery.
- e. We will confirm, in writing, that we have received this notice and the date when the suspension will begin. If you do not receive confirmation within 10 days, you must immediately let us know.
- f. Throughout the time any adult membership is suspended, we will charge you 25% of the relevant monthly fee for each month the membership is suspended.
- g. You can suspend your membership if you are suffering from a medical condition which means that you are unable to use the gym facilities, however you must provide us with suitable evidence. The suspension will take effect from the first day of the month following the date we receive your suspension notice. Throughout the time your membership is suspended due to a medical condition there will be no monthly charge.
- h. If you wish to terminate your membership, the suspension will continue to the end of your membership.
- i. Your membership will automatically restart at the end of the suspension. If the suspension notice does not say how long the suspension is to last, your membership will automatically restart after nine months.
- j. Suspending your membership is not the same as ending your membership.

#### **9. Ending Your Membership**

- a. If your membership has no linked members, only you can give notice to end it.
- b. If your membership has linked members, the following rules apply for ending membership:
  - If you give notice to end the membership, we will treat it as applying to you and to all linked members unless the person giving notice tells us otherwise.
  - If your membership is ended, it automatically ends the membership of all linked members.
  - Individual adult linked members can end their own membership by giving us notice.
- c. The notice period is set out in A2 'Notice'.
- d. You must continue to pay your membership fees until your membership ends.
- e. Your membership will end at the end of your notice period.

#### **10. Cancelling Your Membership**



**a.** We will not tolerate our staff or other members being verbally abused or intimidated or being physically threatened. If we find this to be the case, we have the right to report you to the police, to ban you immediately and permanently from Aristos Fitness and to cancel your entire membership.

**b.** We may also cancel your entire membership in the following circumstances:

- If you or a linked member breaks or repeatedly breaks this membership agreement or the gym rules and you do not or cannot put it right within seven days of us writing to you about it.
- If, with your knowledge or permission, another person uses your membership.
- If, with a linked member's knowledge or permission, another person uses that linked member's membership.
- If you or your linked member uses rude or abusive language or behaves or threatens to behave in a violent or aggressive way at Aristos Fitness.
- If, for a period of longer than 12 calendar months, neither you nor any linked member has used the facilities.

**c.** If we receive any complaint about your behaviour or that of a linked member or if you or a linked member persistently behave inappropriately, or if we believe that your continued membership (or that of a linked member) is not in the interests of other members, we have the right to suspend your entire membership.

**d.** If we cancel your membership for any of the reasons in clauses A10a to A10c, we have the right to keep a proportion of the money you have paid under this agreement to cover any reasonable costs we have had to pay.

#### **11. If you do not pay your membership fee when it is due**

**a.** If you do not pay your membership fee when it is due, we will write to you (electronically) to let you know. Our software, Wodify, will automatically attempt to take your payment every subsequent day following the failed payment until payment has been received.

**b.** We may refer any missed payments, including any future payments that are due as part of your contract (for example, payments you owe for the notice period), to a debt-collection agency.

**c.** If you fall behind with your membership payments for more than 30 days, we will charge you an administration fee of £55. We will also charge an administration fee of £10 for each missed payment.

**d.** If you do not pay for your membership, we may prevent you and any linked members (adults or children) from entering the gym. This does not mean we will end your membership.

**e.** Removing your payment details from Wodify does not mean you have given us notice to end your membership. You must give us written notice in line with A2 'Notice'.

#### **12. Changing your membership fees and agreement**

**a.** We may increase membership fees automatically each year by up to either 1% above the rate of inflation according to the Retail Prices Index or 3%, whichever is higher.

**b.** If we plan to increase the membership fees by more than the higher of these amounts, we will give you at least three months notice. We will give you notice of the change by writing (electronically) to you (as described in A2e and f 'Notice').

**c.** As well as the increase described in A12a above, we have the right to increase membership fees at any time to take account of any increase in the rate of VAT. We will make every reasonable effort to give you at least three months' notice of the increase in writing (electronically).

**d.** We may make reasonable changes to this agreement, to these terms and conditions in Part A and to the rules and regulations in Part B, at any time, as long as we give you notice before we make the changes.

#### **13. Making changes to the gym or its facilities, services and activities.**

**a.** We have the right to increase, reduce or withdraw certain facilities, services or activities in the gym either permanently or temporarily (for example, to carry out cleaning, repairs, maintenance or security work).

**b.** If we decide to make any changes to the facilities or services and activities available, we will give you notice either in writing or by displaying a notice on the whiteboard in the gym.

**c.** If the gym is closed for more than seven days in a row and we are unable to provide an alternative training solution, we will refund a percentage of your membership fees which relate to the period that the gym is closed, but not including the first seven days. This does not apply if we have to close the facility due to reasons outwith our control.

**d.** If we have to close our facilities for reasons outwith our control, we will try our best to provide an alternative training solution or consider whether we should pay you any compensation.

**e.** We will display details of the opening and closing times for the gym on the website. Opening times may vary during the Christmas period and on other bank holidays. We will let you know about these temporary changes on the gym whiteboard. We will give you at least one month's notice if we reduce the opening hours at the gym.



#### **14. Complaints**

- a.** We are committed to making sure our members are satisfied with the service we provide, but we are realistic enough to know that things don't go according to plan all the time. If you have a complaint, we want to know about it as soon as possible so that we may fully investigate it and address the issue.
- b.** If you have a complaint, you should tell a member of the Coaching team, or alternatively contact us at [info@aristosfitness.co.uk](mailto:info@aristosfitness.co.uk).

#### **15. Liability**

- a.** We do not accept liability for damage or loss to your property that may happen on the premises or within the Standalane Industrial Estate other than the liability which arises from our negligence or our failure to take reasonable care.
- b.** We do not accept liability for the injury or death of any member, child or guest that may happen on the premises or within the Standalane Industrial Estate, other than the liability which arises from our negligence or our failure to take reasonable care.
- c.** Nothing in these terms and conditions is meant to limit any rights you may have as a consumer.

#### **16. Data protection**

- a.** We will deal with all the information we hold about you in line with our privacy policy which you can get from our website at [www.aristosfitness.co.uk](http://www.aristosfitness.co.uk). If you want to know what information we hold about you, or you want us to correct any information we hold about you, the appropriate procedures are set out in our privacy policy.

#### **17. Children**

- a.** We welcome children into the gym however they must behave reasonably. They must not put themselves or other people in danger or prevent members from enjoying the gym and its facilities. If your child is behaving unreasonably, we have the right to speak to you or the child about this.
- b.** If your child continues to behave unreasonably, whether on one visit to the gym or over a number of visits, we will try to sort out the issue by meeting with you. If we cannot sort out the issue during the meeting, we have the right to suspend your membership until the issue can be resolved.
- c.** Children are not allowed on the matted gym floor, the mezzanine or to be in contact with any of the gym equipment at any time unless it is in a designated class for children / teens which is supervised by an Aristos Fitness Coach.
- d.** If your child is at a supervised session, he or she must be registered with the Coach in charge of the session, who must also have details of who will be collecting your child. We will not allow any other person to collect your child unless you have made a specific arrangement beforehand with the person you have left your child with.



## PART B - RULES AND REGULATIONS FOR USING THE ARISTOS FITNESS FACILITIES AND ACTIVITIES

Definitions that apply to part B:

**You** - Any person accessing the gym facilities in conjunction with your membership;

**Linked member** - Anyone who is linked to your membership;

**Your entire membership** - Your membership and the membership of your linked members;

**We and us** - Aristos Fitness Ltd.

### 1. General health and safety

- a. As your safety is our main priority, we do not allow glass onto the matted gym floor area.
- b. We do not allow pets (except for registered working assistance dogs) into the gym.
- c. To protect the safety of all members and guests, you must pay particular attention to all signs relating to health and safety in the gym. If you do not understand a notice or sign please ask one of our team members at the gym.
- d. Fire exits are clearly marked throughout the gym. If there is a fire or if you hear the fire alarm, you should make your way out of the gym through the nearest possible exit to the assembly point in the car park.
- e. If you suffer an accident or injury on our premises, you must report it and the circumstances under which it happened to the Coach on duty immediately.
- f. For legal and health reasons, you must not smoke whilst in the gym.
- g. While you are at the gym, we expect you to behave appropriately, respectfully and politely, and dress appropriately at all times. We can prevent you from entering the gym or ask you to leave if we think that your behaviour or appearance is not suitable.
- h. You should not use the gym if you have an infectious illness or condition.
- i. For your safety, when using the gym facilities, you must wear appropriate footwear.

### 2. Car park

- a. You must park only in the spaces in our car park.
- b. We do not guarantee that car parking is available at all times.
- c. You park in the car park at your own risk. We do not accept liability for any loss or damage to your car, or personal belongings in it, while you are parked in the car park in the Standalane Industrial Estate.

### 3. Personal belongings

- a. You bring all personal belongings to the gym at your own risk. We do not accept legal responsibility for any loss or damage to these items.
- b. If you find lost property, you must hand it to a Coach immediately. We will hold items for three weeks only before giving them to charity.

### 4. Gym facilities

We know that everyone has different aims, levels of skill, tolerance and fitness. Every moment you spend with one of our coaches is designed to focus on your needs.

- a. Only qualified coaches work within our facility.
- b. If you have concerns about your physical condition, you must not take part in any program or class without first getting medical advice.
- c. To make sure that you get the most from every gym session in the safest possible way, you should always make sure that you warm up properly and take time to cool down after your activity.
- d. You should not take part in any activity that you may not be fit for.
- e. You should tell the Coach who conducts the introduction on your first visit about anything that is relevant to your physical condition. You should continue to keep this information up to date throughout your membership.
- f. You are responsible for monitoring your own physical condition during physical activity. If you suffer any unusual symptoms, you must immediately stop the activity and tell a Coach.

### 5. Bookings

- a. All classes at Aristos Fitness must be booked in advance prior to attending.
- b. The deadline for booking into any class is one hour prior to it commencing, and all classes can be booked up to 7 days (one week) in advance.



c. The class cancellation deadline is one hour prior to the class start time, with the exception of the 6am class where the cancellation deadline is 9pm the night before. If you cancel a class after the cancellation deadline it will be recorded as a Late Cancellation and one session will be deducted from your monthly class allocation. You will also receive an automated email to notify you of the Late Cancellation.

d. If a class is fully booked you have the option of joining a Wait List. If you choose to join the Wait List, spaces in the class will be allocated in the order in which members have joined the Wait List. For example, the first member to join the Wait List will automatically receive the first available space should another member cancel. The only exception is if another member should cancel their space in the class after the cancellation deadline (as a Late Cancellation) then all members on the Wait List will receive an email and that space in the class will be allocated on a first come first served basis.

e. All No Shows will be marked as such and one session will be deducted from your monthly class allocation. You will also receive an automated email to notify you of the No Show.

f. If there are no bookings one hour prior to the class start time the class will be cancelled.

g. We may change our booking terms and conditions from time to time and we will tell you about any changes.

#### **6. Photographs and videos**

a. You must not take photographs or videos of any children under the age of 18 other than your own without prior consent.

b. Anyone who appears in your photographs or videos must be aware that you are filming them and you must get their permission first.

#### **7. Pay As You Go Users**

a. All Pay As You Go Users must book and pay for all classes in advance through the Aristos Fitness website.

b. As part of the booking process, all Pay As You Go Users must sign an e-waiver prior to attending their first session at Aristos Fitness.

c. All Rules and Regulations, Policies and Procedures apply to both members and Pay As You Go Users.



## PART C - ARISTOS PHYSIOTHERAPY TERMS AND CONDITIONS

### Introduction

To help you get the most out of Aristos Physiotherapy and to understand our responsibilities to you and your responsibilities to us, please read these terms and conditions.

### Data Protection

We will deal with all the information we hold about you in line with our privacy policy which you can get from our website at [www.aristosfitness.co.uk](http://www.aristosfitness.co.uk). If you want to know what information we hold about you, or you want us to correct any information we hold about you, the appropriate procedures are set out in our privacy policy.

### Our right to vary these terms and conditions

- a. We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.
- b. You will be subject to the policies and terms and conditions in force at the time that you order Products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before you collect your products.

### Consultations

c. We offer the following types of consultation:

- Physiotherapy Initial Assessment – 45 minutes
- Physiotherapy Return Appointment – 45 minutes
- Sports Massage – 60 minutes
- Sports Massage – 45 minutes
- Pregnancy Assessment – 1 Hour
- Pregnancy Follow Up – 45 minutes
- Post Natal Check Up – 1 Hour
- Full Post Natal Check Up with Pelvic Floor – 90 minutes
- Acupuncture Initial Assessment – 1 Hour
- Acupuncture Follow Up – 45 minutes
- Pelvic Floor Physio Initial Assessment – 1 Hour
- Pelvic Floor Follow Up – 45 minutes
- 1:1 Pilates Initial Assessment – 1 Hour
- 1:1 Pilates Follow Up – 45 minutes

d. The cost all consultations can be found on our website at [www.aristosfitness.co.uk/physio](http://www.aristosfitness.co.uk/physio). The price of our products are liable to change at any time. Please note that payment for consultations can be made via the website in advance, or by card/cash at the conclusion of your appointment.

f. **During the Consultation:**

- Details of your medical history, previous examinations, imaging and testing history will be discussed with your practitioner
- Your practitioner will require you to partake in an active physical examination which may then be used to guide any advice and rehabilitation exercises;
- If your consultation is conducted remotely, video and audio recording will be taken of your consultation.

e. **Medical Records** – Your physiotherapist will record the information provided by you during the consultation in accordance with the standards set out by the Chartered Society of Physiotherapy

f. **Confidentiality** – All reasonable and appropriate efforts have been made to eliminate any confidential risks associated with consultations.

g. **Consent** – Consent is implied by you accepting the invite and entering the consultation whether this be remote or in-person. You should understand that use of video consultation is voluntary

h. **Encryption** – Video consultations are securely encrypted; however, it is your responsibility to ensure that you have adequate anti-spyware and antivirus protection on your equipment/devices.

i. **Cancellation** – Should you cancel without 24 hours prior notice; you will be charged 50% of the consultation fee.

j. **Complaints** – If you have a complaint, please email [ryan@aristosfitness.co.uk](mailto:ryan@aristosfitness.co.uk).

k. **Liability** – We do not accept any liability for damage to your property that may occur during the your consultation.





## PART D - ARISTOS NUTRITION TERMS AND CONDITIONS

### Introduction

To help you get the most out of Aristos Nutrition and to understand our responsibilities to you and your responsibilities to us, please read these terms and conditions.

### Data Protection

We will deal with all the information we hold about you in line with our privacy policy which you can get from our website at [www.aristosfitness.co.uk](http://www.aristosfitness.co.uk). If you want to know what information we hold about you, or you want us to correct any information we hold about you, the appropriate procedures are set out in our privacy policy.

### Our right to vary these terms and conditions

- a. We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.
- b. You will be subject to the policies and terms and conditions in force at the time that you order Products or Services from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before you collect your products or access services).

### Nutritional Services

- c. Details of all our Aristos Personal Nutrition Services can be found on the website at [www.aristosfitness.co.uk/personal-nutrition](http://www.aristosfitness.co.uk/personal-nutrition).
- d. Our Aristos Nutrition services and costs are liable to change at any time.
- e. **Confidentiality** – All reasonable and appropriate efforts have been made to eliminate any confidential risks associated with consultations.
- f. **Cancellation** – Should you cancel a Nutrition Consultation without 24 hours prior notice; you will be charged 50% of the consultation fee.
- g. **Complaints** – If you have a complaint, please email [info@aristosfitness.co.uk](mailto:info@aristosfitness.co.uk).
- h. **Liability** – We do not accept any liability for damage to your property that may occur during your consultation.

### Consultations and Nutritional Guidance

- i. The Aristos Fitness Ltd. Nutrition Coaches are not medically trained doctors or dietitians, and the scope of your consultation / programming services do not include treatment or diagnosis of specific illnesses or disorders. If you, the client, suspect you may have an illness that requires medical attention, we encourage you to seek medical advice.
- j. While clients usually experience better health and wellness outcomes as a result of advice from the Aristos Fitness Ltd. team, we cannot guarantee protection from future illness.
- k. At Aristos Fitness Ltd. we focus on improving health, wellness and prevention of illness through various nutrition strategies, supplementation and lifestyle advice to achieve optimal health. As a nutritionist team we primarily educate and empower clients to have more personal responsibility over their health and lifestyle, therefore we provide the knowledge and lifestyle strategies that they can sustain in the future.
- l. Details of any current medication will need to be provided. Please inform your allocated Aristos Nutrition Coach if any prescriptions or dosages change throughout your time as a client.
- m. By entering into an agreement to work with any Aristos Nutritionist, you acknowledge that you understand that Aristos Fitness Ltd. offers a health & performance nutrition consultancy service, is not an alternative to medical advice and that you should seek a doctor if you think you have a medical condition.



## **PART E - TERMS AND CONDITIONS FOR ORDERING / PURCHASING PRODUCTS AND SERVICES THROUGH THE ARISTOS FITNESS WEBSITE**

This section outlines the terms and conditions on which we will supply to you the products and services (Products) listed on our website [www.aristosfitness.co.uk](http://www.aristosfitness.co.uk) (our site). Please read these terms and conditions carefully before ordering any Products from our site. You should understand that by ordering any of our Products, you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference.

Please tick the checkbox in the shopping basket to accept these terms and conditions. Please understand that if you refuse to accept these terms and conditions, you will not be able to order any Products from our site.

### **1. Information about us**

a. We operate the website [www.aristosfitness.co.uk](http://www.aristosfitness.co.uk). We are Aristos Fitness Ltd.

### **2. Service availability**

a. Our site is only intended for use by people residing in Scotland.

### **3. Your status**

By placing an order through our site, you warrant that:

- a. you are legally capable of entering into binding contracts; and
- b. you are at least 18 years old;
- c. you are resident in the Serviced Country; and
- d. you are accessing our site from that country.

### **4. How the contract is formed between you and us**

a. After placing an order through our website, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy Products. All orders are subject to acceptance by us. We will contact you immediately should there be an issue with your order / Products.

### **5. Consumer rights**

#### **a. Reimbursement**

Should you require a product refund, we will make the reimbursement without undue delay, and not later than- (a) 14 days after the day we receive back from you any goods supplied, or (b) (if earlier) 14 days after the day you provide evidence that you have returned the goods, or (c) if there were no goods supplied, 14 days after the day on which we are informed about your decision to deactivate this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

### **6. Exemptions**

#### **a. Exemption**

Pursuant to regulation 27(1)(c) of the Consumer Contracts (Information, deactivation and Additional Charges) Regulations 2013, contracts for the supply of goods are exempt from the right to withdrawal if those goods are liable to deteriorate or expire rapidly. For the avoidance of doubt, boxes containing fresh ingredients and recipes to cook those ingredients are exempt from the right to withdraw.

### **7. Availability**

All orders from Aristos Fitness Ltd. are available for collection only.

### **8. Risk and title**

- a. The Products will be at your risk from the time of collection.
- b. Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products.



## 9. Price and payment

- a. The price of the Products will be as quoted on our site from time to time, except in cases of obvious error.
- b. Product prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Confirmation Email.
- c. Payment for all Products and Services must be by credit or debit card. We accept payment with Visa and Mastercard.

## 10. Our refunds policy

- a. If you are unhappy with your purchase for a legitimate reason such as the order was incorrect, we will offer an appropriate refund as long as it can be shown that the order you were charged for was not provided as it should have been.

## 11. Warranty

We warrant to you that any Product purchased from us through our site will conform with its description, be of satisfactory quality, and be reasonably fit for all the purposes for which products of that kind are commonly supplied.

## 12. Written communications

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

## 13. Notices

All notices given by you to us must be given to Aristos Fitness Ltd. at [info@aristosfitness.co.uk](mailto:info@aristosfitness.co.uk). We may give notice to you at either the e-mail or postal address you provide to us when placing an order. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

## 14. Intellectual property rights

- a. We are the owner or the licensee of all intellectual property rights in our site, whether registered or unregistered, and in the material published on it. These works are protected by copyright laws and all such rights are reserved.
- b. You may print off one copy, and may download extracts, of any pages from our site for your personal reference. You must not use any part of our copyright materials for commercial purposes without first obtaining a license to do so from us and our licensors.
- c. If you post comments on the Products or Services to any website, blog or social media network (Commentary) you must ensure that such Commentary represents your fairly-held opinions. By purchasing our products you irrevocably authorize us to quote from your Commentary on our site and in any advertising or social media outlets which we may create or contribute to.

## 15. Events outside our control

- a. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).
- b. A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
  - (i) Strikes, lock-outs or other industrial action;
  - (ii) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
  - (iii) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
  - (iv) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
  - (v) Impossibility of the use of public or private telecommunications networks; and
  - (vi) The acts, decrees, legislation, regulations or restrictions of any government.

15.3 Our performance is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations may be performed despite the Force Majeure Event.

## 16. Entire agreement



a. These terms and conditions constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us.

**17. Our right to vary these terms and conditions**

a. We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

b. You will be subject to the policies and terms and conditions in force at the time that you order Products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before you collect your products.

**18. Law and jurisdiction**

The purchase of Products through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including disputes or claims) will be governed by Scottish law.