

Brighton Kettlebells Terms and Conditions of Service

All participants must be aware of this and accept the risks associated with these activities.

Our full Terms and Conditions

Brighton Kettlebells accepts bookings subject to the following conditions:

1. Interpretation

1.1 In this document wherever the context so admits the following expression shall have the following meanings respectively:-

‘Brighton Kettlebells’ means the business of Brighton Kettlebells.

‘Client’ is the person or persons listed on the booking form(s).

‘Force Majeure’ means any situation or event beyond the control of Brighton Kettlebells. This could be an Act of God, war, terrorist activity, civil strife, strike, riot, industrial disaster, breach of contract by Brighton Kettlebells suppliers, fire, adverse weather or road conditions, bureaucratic obstacles.

‘Instructor’ means the member of staff responsible for the delivery of the agreed activity and/or service.

1.2 Where the expression “Clients” includes two or more persons the obligations expressed or implied relate directly to the individual.

1.3 Any reference to a statute shall include any statutory extension or modification or re-enactment of such statute and any other instrument plan regulation permission or direction made or issued there-under or delivering validity there-from.

1.4 Wording importing the singular meaning shall include the plural meaning and vice versa. All wording within the booking conditions is generalised to the Client referring to the masculine feminine and neuter genders.

1.5 The clause and paragraph headings are for convenience only and shall not affect the construction of this document.

1.6 The expressions used in the particulars shall have the same meanings when used hereafter in

these booking conditions.

2. Acceptance

2.1 A contract for the activity and / or service is made between Brighton Kettlebells and the Client on the issue of written confirmation of booking by Brighton Kettlebells.

2.2 The Contract is subject to these booking conditions which the Client has been deemed to have read and fully understood. These booking conditions can only be varied by written agreement between Brighton Kettlebells and the Client.

2.3 No verbal representations made by Brighton Kettlebells shall be relied upon by the Client.

3. Register

3.1 To register, Brighton Kettlebells requires a completed registration form and PayPal payment. Clients registering by telephone or e-mail will have been deemed to read the terms and conditions. A registration is accepted and becomes binding only from the date when Brighton Kettlebells has confirmed acceptance in writing by means of a 'confirmation of registration e-mail'. Brighton Kettlebells reserves the right to decline any registration at their discretion. Email and telephone registration are treated as provisional and are only confirmed once the funds have cleared in to the Brighton Kettlebells Paypal account.

3.2 The balance of the fee is payable before commencement of the course unless agreed otherwise on confirmation of registration.

In the event that the balance is not paid, Brighton Kettlebells will have the discretion to treat the registration as cancelled by the client and re-sell the course place.

3.3 The whole course fee is required to secure a place for any registration made within at least two days of the commencement of the course.

4. Price

4.1 The price at time of registration covers the cost of the planning, organising and delivery of the proposed activity and / or service.

4.2 It is the responsibility of the Client to arrange travel to the site / location for the proposed activity and or service unless otherwise stated.

The Client is also responsible for their own personal medical requirements, personal footwear equipment, clothing and personal hygiene.

5. Course Duration

The Beach Body Bootcamp is a twenty-eight day course, with five classes per week. Clients will be expected to attend at least three classes each week, including Mondays which is mandatory.

6. Damage to Property

Clients shall be held responsible to make compensation for any damage they cause to the contents and furnishings of the premises during their training, except for wear and tear.

7. Cancellation by Brighton Kettlebells

We try never to cancel a confirmed registration but reserve the right to do so. If we cancel a confirmed registration before your activity and or service Brighton Kettlebells will offer the Client the choice of a full refund or another available date.

8. Alteration by Brighton Kettlebells

8.1 We make every effort to ensure the accuracy of our literature. However changes can occur despite our best endeavors and we reserve the right to change any price or other particulars before the Client registers (in which case we will tell you before your registration becomes binding).

8.2 If there is a 'Major Change' to a confirmed registration we will inform the Client as soon as is reasonably practical and offer you the choice of accepting the change receiving a full refund or transferring to another available date. If the Client chooses to cancel and the 'Major Change' was caused by anything other than 'Force Majeure' or low registrations we will pay you reasonable compensation if appropriate having regard to the nature of the change and length of notice you receive.

8.3 If there is any change other than a 'Major Change' we are not obliged to inform you in advance (but we will do so where practicable) nor are we obliged to pay you compensation. If we become unable to provide a major proportion of the services you have booked with Brighton Kettlebells we will make every effort to arrange alternative arrangements for you at no extra charge and where appropriate refund the Client prorata for services not received. If the client wishes to make major changes to agreed programme additional costs may be added at the company's discretion.

9.. Acceptance of authority

9.1 Employees of Brighton Kettlebells and staff will use their best endeavors to resolve problems to the benefit of the Client as a whole. The Client must refrain from any conduct which may give offence or cause danger or damage to any person or property. If Brighton Kettlebells or any of its suppliers believe that the Client is in breach of this obligation likely to breach it or is otherwise unfit to partake in the activity Brighton Kettlebells or its suppliers may in their absolute discretion refuse the registration or have the Client removed from any property or facility. Brighton Kettlebells will owe the Client no liability in such circumstances and the Client will be solely responsible for any costs incurred.

10.2 The Instructor may require an individual or number of persons to leave the group if they believe that the Client's health and safety are at risk if an illegal act has been committed or the Client has behaved in a way as to endanger safety enjoyment or the welfare of the group as a whole. In the event of this action the Client involved shall not be entitled to any refund from Brighton Kettlebells and will be required to meet all expenses involved in their immediate extraction.

11. Personal Health

11.1 Except as disclosed in writing to Brighton Kettlebells the Client confirms that they are in good mental and physical health and are unaware of any reason why they may be particularly unsuited to taking part in the activity and / or service agreed upon or may be likely to suffer illness or injury during the activity and / or service.

11.2 Failure to disclose any information that is required may result in Brighton Kettlebells terminating the contract and withdrawing the Client from the activity and or service on the grounds of incorrect information. The Client will not be entitled to any refund of payments made under this termination contract.

12. General points

12.1 The Contract is personal to the Client and is not capable of transfer or assignment without prior written consent of Brighton Kettlebells.

13. Complaints

If there is a problem during the activity and or service period you must report it to in the first instance the instructor of your activity immediately so that prompt and effective efforts can be

made to resolve the problem.

In the unlikely event that the problem cannot be resolved at this time and you wish to raise a complaint full written details must be sent to Brighton Kettlebells within 28 days of the activity and or service finishing. Please include your registration details and exact full details of your complaint on your letter; please include your daytime and evening contact telephone numbers. Failure to take these steps will prejudice our ability to resolve your problem and/or investigate it fully therefore any right to compensation you may otherwise have had will be lost or substantially reduced.

14. Conditions of service

As part of the continual review of safety and associated considerations the conditions of booking are subject to change clarification and modification at any time. Only the course director or their appointed deputy is empowered to vary or waive any of the Conditions of Booking. Such decisions are totally at the discretion of Brighton Kettlebells or the appointed deputy.