

The Fit Mum Lifestyle Club

Terms and Conditions

1. Application of terms and conditions

1.1 These terms and conditions (“Terms”) apply to the Fit Mum Transformation Ltd. Membership(s), calls and any other materials such as worksheet documents (“membership”) operated by or provided by Fit Mum Transformation Ltd. 52 Pytchley Close, Leicester, LE4 2PZ United Kingdom (“we” or “us”). By signing up to the membership or by downloading any of our materials, you agree to the following Terms and that these prevail over any inconsistent terms or conditions contained, or referred to, elsewhere or as implied by law, trade custom, practice or course of dealing. The agreement between us and you, the person or entity registering to be a Participant in the membership or downloading any materials (“you”) and which is subject to these Terms (“Contract”), shall come into effect upon you purchasing the membership or downloading any materials from us and shall continue until terminated in accordance with these Terms.

1.2 These Terms should be read in conjunction with our Privacy Policy, and Confidentiality Policy (which can be found on our website www.fitmumtransformation.com)

1.3 Any content posted or submitted by you to our site is subject at all times to the Acceptable Use Policy.

1.4 Where you are a corporate entity, “you” as used in these Terms shall be deemed to include your officers and employees and you shall procure that such officers and employees fully comply with these Terms.

2. Membership

2.1 All content for membership will be provided electronically.

2.2 All of the content for membership is provided online and is held on third party secure servers. We have taken all reasonable steps to ensure that the online content will be available at all times but in the event that such content (or any content added by you or other members) is not available in whole or in part at any time, or becomes corrupted, is deleted or is failed to be stored, we shall have no liability in any circumstances.

2.3 You agree to keep user details and your password for the site confidential at all times and to not disclose them to any third party. You must notify us immediately if you become aware of any unauthorized use of your account and you shall indemnify us against all claims, damages, losses, costs or expenses (including professional fees) and any other liability which arises from any unauthorised use of your account.

3. Payment

3.1 The total price payable for the membership (or part of the membership) is as set out on the order form or proposal document (if applicable).

3.2 Without prejudice to any other right or remedy that we may have, if any sum payable under these terms is not paid within 7 days of the date due we reserve the right to (i) charge interest from the date due for payment to the actual date of payment at the rate of 3% above the base rate of TSB Bank Plc from time to time in force and/or (ii) suspend the availability of the membership until such time as payment is made or the Contract is terminated.

3.3 The total price payable as set out in the summary of key terms is exclusive of Value Added Tax (except where expressly stated otherwise) which shall be added at the applicable rate where necessary. This will be shown prior to purchase should this apply.

3.4 All payments are non-refundable other than as set out in paragraph 6.2 below.

3.5 For membership, no refund shall be payable following purchase due to the downloadable nature.

3.6 A minimum commitment of 3 months from date of purchase is applicable for monthly membership payment plans.

3.7 Payments will be made automatically on a monthly basis, unless otherwise stated in another payment plan purchased, and occur on the day of purchase each month

3.8 Should there be an issue with your payment for any reason, we reserve the right to suspend access to the membership and its associated benefits. Any outstanding balance will be cleared in a timely manner agreed between parties. Should this occur, an agreement will be made if membership can continue or if the membership will be terminated.

3.9 Your membership fee will remain the same for the duration of your membership to that agreed on purchase, unless downgraded from bi-annual or annual membership. Any changes to payments will only be made with your written agreement.

3.10 Due to the application nature of this membership, payment is taken on application and should your application be rejected for any reason, a full refund will be made.

3.11 Any bonuses included within sign up, if applicable, will not be rescinded should you cancel your membership after the commitment period.

4. Our obligations

4.1 We warrant to you that the materials within the membership are of satisfactory quality and reasonably fit for the purpose for which the membership is provided.

4.2 Other than as set out in paragraph 4.1 above, all warranties and representations are excluded to the fullest extent permitted by law. Due to the nature of teaching and the fact that your success is dependent on a number of factors over which we have no control, we do not guarantee any particular results.

4.3 We will endeavour to ensure that all information that we provide is accurate and up-to-date but we shall not be liable for any claims arising from such information being inaccurate or not up-to-date or otherwise.

4.4 You acknowledge and agree that your personal data will be processed by and on behalf of us as part of us providing the membership to you and that we will do this in accordance with our Privacy Policy.

5. Intellectual Property

5.1 We are the owner or the licensee of all Intellectual Property Rights and all other rights in the membership and all content within the membership and nothing in these Terms or otherwise shall operate to transfer the ownership of the Intellectual Property Rights in the membership or the content of the membership to you or to any other person.

5.2 You may not at any time copy, reproduce, publish in any form, share, sell, dispose of or otherwise make available to a third party in any way any of the content or materials contained in the membership.

5.3 We grant to you a limited, non-exclusive, non-transferable, non-sub licensable revocable licence to use all or any of the content of the membership for the purposes for which the membership was provided only.

5.4 Except as set out in paragraph 5.3, you may not use any of our intellectual property rights at any time except where duly licensed. Use of our logo is strictly prohibited without our prior written consent.

5.5 You may not without our prior written consent make any audio or visual recordings of any part of the membership.

5.6 We may from time to time record materials within the membership (such as live webinars) that are delivered during your attendance. You authorise us to use your image and voice in any such recordings without payment, other condition or need for further consent.

5.7 You acknowledge that certain information contained in the membership is already in the public domain.

5.8 You are not permitted to sell or promote products or services to other participants in the membership at or during any part of our membership (including associated Facebook groups) without our prior written permission.

5.9 The provisions of this paragraph 5 shall survive termination of the Contract.

6. Term and termination

6.1 The Contract shall continue until the earlier of the expiry of the membership term and termination in accordance with this clause 6.

6.2 Following your 3 month commitment duration, you may terminate the Contract at any time by emailing us at info@fitmumtransformation.com 7 days prior to the date of your next scheduled payment. If membership is cancelled only via payment area within Account, this does not constitute cancellation of contract and your membership will be cancelled on your next recurring payment date and access revoked.

6.3 Membership will be terminated by Hajnalka Berkone Kalnasi should you conduct yourself in a manner that breaches our code of conduct, which is agreed to on purchase of any membership. No refund will be applicable should this be the reason for termination of your membership.

6.4 Notwithstanding the provisions of paragraph 6.1 or 6.2, either of us may terminate the Contract on written notice to the other with immediate effect if at any time:

6.4.1 The other commits any serious or repeated breach or non-observance of any of the provisions of these Terms; or

6.4.2 The other (i) makes a resolution for its winding up, (ii) makes an arrangement or composition with its creditors, (iii) makes an application to a court of competent jurisdiction for protection from its creditors, (iv) is unable to pay its debts, (v) ceases trading or an administration or winding-up order is made or an administrator or receiver is appointed in relation to such party, (vi) is declared bankrupt or (vii) is convicted of a custodial offence (other than a road traffic offence); or

6.4.3 The other party commits any fraud or dishonesty or acts in any manner which in the opinion of the terminating party brings or is likely to bring the terminating party into disrepute or is materially adverse to the interests of the terminating party.

6.5 Termination of this agreement shall not affect either of our accrued rights, remedies, obligations and liabilities of either of us as at the date of termination of this Contract, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

6.6 Any delay by us in exercising our right to terminate the Contract shall not constitute a waiver of our right to terminate or to seek any other remedy.

6.7 Paragraphs which expressly or by implication have effect after termination of the Contract shall continue in full force and effect after the date of termination of the Contract.

6.8 This paragraph 6 shall survive termination of the Contract.

6.9 Where the Contract expires, this shall be treated as a termination for the purposes of paragraph 6.7 and all other paragraphs that refer to "termination".

7. Liability

7.1 We shall not be liable for any loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of

corruption of data or information or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses suffered or incurred by you as a result of you entering into the Contract and/or us providing the membership.

7.2 We do not take any responsibility for the results, or lack thereof, as part of this membership due to the taught nature of the membership.

7.3 Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Contract shall in all circumstances be limited to the price paid by you for the membership in the 12 months prior to the date giving rise to the claim.

7.4 If we are prevented from or delayed in performing our obligations by your act or omission or by any circumstance outside of our control, we shall not be liable to you for any costs, charges or losses sustained or incurred by you that arise directly or indirectly from such prevention or delay.

7.5 We shall not be not liable for additional costs incurred by you as a result of changes in (i) the membership, (ii) any other content, (iii) the location of venues, (iv) the time and date of sessions or (v) trainers, instructors or coaches.

7.6 Nothing in this paragraph 7 shall limit our liability for death or personal injury caused by our negligence or for our fraud or fraudulent misrepresentation or for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

7.7 The provisions of this paragraph 7 shall survive termination of the Contract.

7.8 You acknowledge and agree that:

7.8.1 The Contract constitutes the entire agreement and understanding between us and supersedes any previous arrangement, understanding or agreement between us relating to the provision of the membership (which shall be deemed to have been terminated by mutual consent);

7.8.2 in entering into the Contract you have not relied on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to the Contract or not) relating to the provision of the membership other than as expressly set out in the Contract.

8. Code of Conduct

8.1 By purchasing this membership, you agree to the following terms of conduct including:

8.1.1 Members will at all times act with integrity and avoid conflict of interest; and

8.1.2 Members will not publically speak negatively about the community, Hajnalka Berkone Kalnasi or any of the other members; and

8.1.3 Members will avoid any actions or situations that are in conflict with these terms and conditions; and

8.1.4 All members shall conduct themselves in a manner that is respectful to other members. Discrimination, insults, bullying or violent behaviour will not be tolerated and will result in instant termination of your membership (see clause 6.3); and

8.1.5 All information shared within the membership is private and confidential and not to be shared outside of the community without prior written consent of the parties involved; and

8.1.6 Members will not participate in any fraudulent activity such as illegal online/offline activity, fraudulent chargebacks or similar; and

8.1.7 Members will not participate in any online or offline scams; and

8.1.8 All members agree to keep all confidential information obtained during their membership about Hajnalka Berkone Kalnasi or any other members as confidential. This relates to all areas of business, finances and personal information and affairs of all members including Hannah Walker which is not in the public domain.

8.2 This clause shall survive termination of the Contract; and should any activity occur that is deemed breach, we reserve the right to share any testimonials or activity publicly that can be deemed as fraudulent to warn other people.

9. General

9.1 By purchasing the membership you warrant that:

9.1.1 You are legally capable of entering into binding contracts; and

9.1.2 You are at least 18 years old; and

9.1.3 That all information you provide us with is materially true and accurate at all times and not misleading in any way; and

9.1.4 You are purchasing the membership in your capacity as a business user; and

9.1.5 You agree to a minimum three (3) month commitment of payments, if monthly payment option is purchased; and

9.1.6 You agree to the code of conduct outlined within this document.

9.2 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 site. 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.

9.3 We may vary these Terms (other than the price payable by you for the membership as stated at time of purchase) as we see fit from time to time and if we do, we shall notify you by email of the change of terms. Your continuation with the membership will be deemed to be your acceptance of any new Terms.

9.4 The Contract is personal to you and you may not assign, transfer, charge, subcontract, sub-license or deal in any other manner with all or any of your rights under the Contract.

9.5 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

9.6 If we fail to insist upon strict performance of any of your obligations under the Contract, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of these Terms shall be effective unless it is expressly stated to be a waiver and is in writing.

9.7 If any of these Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

9.8 A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

9.9 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under the Contract are not subject to the consent of any person that is not a party to the Contract.

9.10 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

9.11 We each irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

