



## **SHEPHERDS FITNESS LTD TERMS & CONDITIONS**

Please read carefully the following Terms of Use, which may be updated from time to time by Shepherds Fitness Ltd (these "Terms"). These Terms define yours and Shepherds Fitness Ltd rights and obligations. The most current version of these Terms can be accessed at any time at [www.shepherdsfitness.com](http://www.shepherdsfitness.com) (the "Site"). Changes to these Terms will be notified via posting on the Site (or other written notice to you).

### ***ACCEPTANCE OF TERMS OF USE***

By accessing, browsing, and/or using the Site and/or any facility operated by Shepherds Fitness (a "Studio/Club/Gym"), you accept and agree to be bound to these Terms. In addition, when using particular Shepherds Fitness services, you also shall be subject to any posted guidelines, FAQs, or rules applicable to such services, which may be posted and modified from time to time.

### ***SHEPHERDS FITNESS MEMBERSHIP – GENERAL TERMS***

Your Shepherds Fitness starts on the date that you sign up and submit payment via a valid Payment Method (as defined below).

A Shepherds Fitness Membership cycle is subject to your Shepherds Fitness Membership being cancelled (by you), or terminated (by us), in accordance with these Terms, automatically renew on a monthly basis. For example, if you purchase your Shepherds Fitness Membership on 5th April, your Shepherds Fitness Membership will automatically renew on 5th May (see "Billing Cycles" below). Once your new Shepherds Fitness Membership cycle starts, you will have access to your Eligible Classes for the new Shepherds Fitness Membership cycle. Unless specified, all Shepherds Fitness Membership have either a 1 or 12 month minimum term, so can't be cancelled until the minimum term has been completed. All cancellations will be discussed between the client and Shepherds Fitness; however, they are at the discretion of Shepherds Fitness.

You must provide us with a current, valid, accepted method of payment (as such may be updated from time to time, "Payment Method") to use Shepherds Fitness Ltd. We will automatically bill the monthly Shepherds Fitness Membership fee to your Payment Method each Shepherds Fitness Membership cycle until your Shepherds Fitness Membership is cancelled or terminated.

If sessions are booked in advance for the following month, using a current month's sessions, and are then cancelled or not attended, the sessions cannot be rolled over to top up your current month. These sessions will be lost.

### ***Shepherds Fitness 1-1 Personal Training Packages***

Shepherds Fitness 1-1 Personal Training Package holders receive the number of sessions commensurate with the package purchased. Such sessions may be redeemed at any Studio/Club/Gym operated by Shepherds Fitness until such time that the Shepherds Fitness 1-1 Personal Training Package is exhausted whether through consumption or expiry.

Shepherds Fitness 1-1 Personal Training Package holders may transfer or gift sessions to third parties, including to other Shepherds Fitness 1-1 Personal Training Package holders or Shepherds Fitness Membership holders. Shepherds Fitness makes no guarantee on the availability of 1:1

Personal Training sessions or classes as access to classes and 1:1 sessions is on a space-available basis.

***Shepherds Fitness 1-1 Personal Training Package Expiry***

Your Shepherds Fitness 1-1 Personal Training Package starts on the date that you attend the first session. Shepherds Fitness 1-1 Personal Training Packages contain between one and 12 sessions. If unused they will expire in 12 months. If a class is booked, expiry dates are as stated on the buy page.

***BILLING***

**Recurring Billing.**

By starting your Shepherds Fitness Membership, you authorise us to charge you a monthly fee at the then current rate. Increases in the current rate will be notified with 1 month's notice.

**Shepherds Fitness Membership Billing Cycle.**

When you sign up and purchase your Shepherds Fitness Membership, your first pass cycle will be billed immediately. Your Shepherds Fitness Membership will auto-renew on the same date each month (being the date on which the pass was activated), provided that, where such date does not exist in particular renewal month, your Shepherds Fitness Membership will be deemed to auto-renew on the day immediately following the date of expiry of your current Shepherds Fitness Membership cycle.

For example, if you signed up on January 31st, your next auto-renew date will be March 1st, and payment will be taken using your payment method on, or after that date. All Shepherds Fitness Memberships auto-renews will continue to take place on the new auto-renew date (i.e., in this example, the 1st of each month). Payment will be taken on the effective date of your auto-renew (a "Renewal Date"), provided that, if we are unable for any reason to take payment on a Renewal Date, we will take payment as soon as practically possible thereafter.

**No Refunds.**

**Unless expressly stated to the contrary herein, or as provided by applicable law, payments are nonrefundable and there are no refunds or credits for partially used periods.**

No refunds are available on completed sessions or classes. If a refund is requested on block purchases and packages, the client will be charged the cost of an individual session for each completed session, and refunded any outstanding balance. All refunds will be discussed between the client and Shepherds Fitness; however, they are at the discretion of Shepherds Fitness.

This policy applies to all products sold on Shepherds Fitness website i.e. packages of sessions as well as Shepherds Fitness Memberships. However, following your cancellation of your Shepherds Fitness Memberships you will continue to have access to the club through to the end of your paid Shepherds Fitness Memberships cycle.

**Payment Methods.**

You may edit your Payment Method information by logging into your Shepherds Fitness account and updating accordingly. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not edit your Payment Method information, provided that you have not cancelled your account in accordance with these Terms (see, "Cancellation" below), you remain

responsible for any uncollected amounts.

Memberships have either a 1 month or 12 month minimum term, so can't be cancelled until after either your first payments, or your first 12 payments. You may terminate your Shepherds Fitness Memberships at any time after this point with at least 1 day prior notice ahead of a renewal date. For example, if your next renewal date is 30th September, you need to cancel by 29th September in order to avoid being charged for the next Shepherds Fitness Memberships cycle. Note that if you do terminate your Shepherds Fitness Memberships, you will be subject to current membership rates upon your return.

It's the pass holder's responsibility to terminate their own billing cycle by logging into their online account, selecting "my packages" and selecting "end contact". Please see "no refunds" policy.

#### ***OTHER FEES***

Shepherds Fitness Memberships & Shepherds Fitness 1-1 Personal Training Packages only give access to the class for which you signed up (at the specified time and location). You are responsible for paying no show fees/late cancel fees (less than 24hrs) of £10 per class or the full cost of the missed Personal Training Session, where applicable. The fee of £10 per class will be paid by those on unlimited class Memberships and will be collected by direct debit immediately. Those on limited class memberships who do not show or cancel late (less than 24hrs), will have one of their class credits for that Membership cycle taken as if they attended the class.

#### ***TERMINATION BY SHEPHERDS FITNESS***

You agree that Shepherds Fitness, in its sole discretion and for any or no reason, may terminate any account (or any part thereof) you may have with Shepherds Fitness or use of the Site/Gym and/or Club and remove and discard all or any part of your account or any content uploaded by you, at any time.

Shepherds Fitness may also in its sole discretion and at any time discontinue providing access to the Site/Gym and/or Club, or any part thereof, with or without notice. You agree that any termination of your access to the Site/Gym and/or Club or any account you may have or portion thereof and/or Site/Gym and/or Club may be effected without prior notice, and you agree that Shepherds Fitness will not be liable to you or any third party for any such termination, provided that, if Shepherds Fitness terminates your account other than due to breach by you of these Terms, Shepherds Fitness shall refund a pro-rata proportion of the fee paid for the Shepherds Fitness Membership and/or 1:1 Personal Training Package in which such termination takes effect.

Shepherds Fitness does not permit copyright infringing activities on the Site and reserves the right to terminate access to the Site and remove all content submitted by any persons who are found to be repeat infringers. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of the Site and/or Club may be referred to appropriate law enforcement bodies. These remedies are in addition to any other remedies that Shepherds Fitness may have at law.

#### ***ELIGIBILITY;***

#### ***REGISTRATION INFORMATION AND PASSWORD; SITE ACCESS***

**The site is not intended for use by persons outside the United Kingdom or to any users suspended or removed from the site by Shepherds Fitness. By using the site, you represent that you are a United Kingdom Resident who has not been previously suspended or removed from the site.**

Applicable only to corporate accounts authorized by us:

If you are using or opening an account on the Site on behalf of a company, entity, or organization (a "Subscribing Organization"), then you represent and warrant that you are an authorized representative of that Subscribing Organization with the authority to bind such organization to these Terms.

You agree that the information you provide to Shepherds Fitness on registration and at all other times will be true, accurate, current, and complete. You also agree that you will ensure that this information is kept accurate and up-to-date at all times. When you register, you will be asked to create a password. You are solely responsible for maintaining the confidentiality of your account and password and for restricting access to your account, and you agree to accept responsibility for all activities that occur under your account.

### **PRIVACY**

Your privacy is important to Shepherds Fitness. The Shepherds Fitness [Privacy Policy](#) is hereby incorporated into these Terms by reference. Please read the privacy policy carefully for information relating to Shepherds Fitness collection, use, and disclosure of your personal information.

### **PROHIBITED CLUB CONDUCT**

By using the Site, you promise to:

Respect our facility  
Respect our procedures  
Respect our teams  
Respect our customers  
Respect our product

### **PROHIBITED SITE CONDUCT**

By using the Site, you promise not to:

- Harass, threaten, or defraud Site users;
- Make unsolicited offers, advertisements, proposals, or send junk mail to users;
- Impersonate another person or access another user's account without that person's permission;
- Share Shepherds Fitness -issued passwords with any third party or encourage any other user to do so;
- Permit third parties to use any classes booked under your Shepherds Fitness Membership, including other Shepherds Fitness Membership holders and Shepherds Fitness 1:1 Personal Training Package holders;
- Misrepresent the source, identity, or content of information transmitted via the Site, including deleting the copyright or other proprietary rights;
- Upload material (e.g., virus) that is damaging to computer systems or data of Shepherds Fitness or users of the Site;
- Upload copyrighted material that is not your own or that you do not have the legal right to distribute, display, and otherwise make available to others; or
- Upload or send to Site users pornographic, threatening, embarrassing, hateful, racially or ethnically insulting, libelous, or otherwise inappropriate content.

### **PROHIBITED SITE USES**

Those who choose to access the Site do so at their own initiative and are responsible for compliance with all applicable laws.

As a condition of your use of the Site, you will not use the Site for any purpose that is unlawful or prohibited by these Terms.

You may not use the Site in any manner that, in our sole discretion, could damage, disable, overburden, or impair it or interfere with any other party's use and enjoyment of the Site.

You may not attempt to gain unauthorized access to the Site, or any part of the Site, other accounts, computer systems or networks connected to the Site, or any part of them, through hacking, password mining, or any other means or interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site.

You may not remove, circumvent, disable, damage or otherwise interfere with security-related features of the Site, any features that prevent or restrict use or copying of any content accessible through the Site, or any features that enforce limitations on the use of the Site or the content therein.

You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Site.

You agree neither to modify the Site in any manner or form, nor to use modified versions of the Site, including (without limitation) for the purpose of obtaining unauthorized access to the Site.

The Site may contain robot exclusion headers. You agree that you will not use any robot, spider, scraper, or other automated means to access the Site for any purpose without our express written permission or bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Site.

You must be 18 years of age or older to use this Site or to purchase a Shepherds Fitness Membership and/or Shepherds Fitness 1:1 Personal Training Package.

## ***USER SUBMISSIONS***

### **General.**

The Site provides certain features which enable you and other users to submit, post, and share content with other users, which may include without limitation text, graphic and pictorial works, or any other content submitted by you and other users through the Site ("User Submissions"). User Submissions are displayed for informational purposes only and are not controlled by Shepherds Fitness.

Shepherds Fitness cannot guarantee any anonymity or confidentiality with respect to any User Submissions, and strongly recommends that you think carefully about what you upload to the Site. You understand that all User Submissions are the sole responsibility of the person from whom such User Submission originated. This means that you, and not Shepherds Fitness, are entirely responsible for all User Submissions that you upload, post, e-mail, transmit, or otherwise make available through the Site.

### **Right to Remove or Edit User Submissions.**

Shepherds Fitness makes no representations that it will publish or make available on the Site any

User Submissions, and reserves the right, in its sole discretion, to refuse to allow any User Submissions on the Site, or to edit or remove any User Submission at any time with or without notice.

**License Grant by You to Shepherds Fitness.**

You retain all your ownership rights in original aspects of your User Submissions. By submitting User Submissions to Shepherds Fitness, you hereby grant Shepherds Fitness and its affiliates, sub-licensees, partners, designees, and assignees of the Site (collectively, the “Shepherds Fitness Licensees”) a worldwide, non-exclusive, fully paid-up, royalty-free, perpetual, irrevocable, sub-licensable, and transferable license to use, reproduce (including by making mechanical reproductions), distribute, modify, adapt, prepare derivative works of, publicly display, publicly perform, and otherwise exploit your User Submissions and derivatives thereof in connection with the Site and Shepherds Fitness’s (and its successors’) business, including, without limitation, for marketing, promoting, and redistributing part or all of the Site (and derivative works thereof), in any media formats and through any media channels now known or hereafter discovered or developed.

**User Submissions Representations and Warranties.**

You are solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you affirm, represent, and warrant that:

(1) you own, or have the necessary licenses, rights, consents, and permissions to use and authorize Shepherds Fitness to use all patent, trademark, copyright, or other proprietary rights in and to your User Submissions to enable inclusion and use of your User Submissions in the manner contemplated by Shepherds Fitness and these Terms, and to grant the rights and license set forth above, and

(2) your User Submissions, Shepherds Fitness or any Shepherds Fitness Licensee’s use of such User Submissions pursuant to these Terms, and Shepherds Fitness’s or any of Shepherds Fitness Licensee’s exercise of the license rights set forth above, do not and will not:

- (a) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;
- (b) cause injury to any other person;
- (c) violate these Terms or any applicable law or regulation; or
- (d) require obtaining a license from or paying fees or royalties to any third party for the exercise of any rights granted in these Terms, including, by way of example and not limitation, the payment of any royalties to any copyright owners, including any royalties to any agency, collection society, or other entity that administers such rights on behalf of others.

Shepherds Fitness may, but is not obligated to, monitor and edit or remove any activity or content, including but not limited to content that Shepherds Fitness determines in its sole discretion to be violative of the standards of this Site. Shepherds Fitness takes no responsibility and assumes no liability for any User Submissions.

**Inaccurate or Offensive User Submissions.**

You understand that when using the Site, you may be exposed to User Submissions from a variety of sources and that Shepherds Fitness does not endorse and is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable. **You acknowledge and agree, to the fullest extent permitted**

**by applicable law, that neither Shepherds Fitness (nor any member of the Shepherds Fitness group of companies (and any subsidiary of such entity)), has any liability to you in respect of any such user submissions.**

**Feedback.** If you provide Shepherds Fitness with any comments, bug reports, feedback, or modifications proposed or suggested by you to the Site (“Feedback”), Shepherds Fitness shall have the right to use such Feedback at its discretion, including, but not limited to the incorporation of such suggested changes into the Site. You hereby grant Shepherds Fitness a perpetual, irrevocable, nonexclusive license under all rights necessary to incorporate and use your Feedback for any purpose.

#### ***ADDITIONAL TERMS***

When using the Site and/or the Club, you will be subject to any additional posted guidelines or rules applicable to specific products, services, or features which may be posted from time to time (the “FAQs”). All such FAQs are hereby incorporated by reference into these Terms.

#### ***OWNERSHIP; PROPRIETARY RIGHTS***

The Site is owned and operated by the Shepherds Fitness Ltd.

The visual interfaces, graphics, design, compilation, information, computer code, products, software (including any downloadable software), services, and all other elements of the Site provided by Shepherds Fitness (“Materials”) are protected by local copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws.

Except for any content uploaded by you, all Materials contained on the Site are the copyrighted property of Shepherds Fitness or its subsidiaries or affiliated companies and/or third-party licensors.

All trademarks, service marks, and trade names used by us on the Site are proprietary to Shepherds Fitness or its affiliates and/or third-party licensors. Except as expressly authorized by Shepherds Fitness, you agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Materials.

#### ***THIRD-PARTY SITES, PRODUCTS AND SERVICES; LINKS***

The Site may include links to other web sites or services (“Linked Sites”) solely as a convenience to users. Shepherds Fitness does not endorse any such Linked Sites or the information, material, products, or services contained on other linked sites or accessible through other Linked Sites. Furthermore, Shepherds Fitness makes no express or implied warranties with regard to the information, material, products, or services that are contained on or accessible through linked sites. **Access and use of linked sites, including the information, material, products, and services on linked sites or available through linked sites, is solely at your own risk.**

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Site are solely between you and such advertiser. **You agree that Shepherds Fitness will not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the site.**

#### ***NOTICE***

Notices will be sent to you at the email address that you provided to Shepherds Fitness during the registration process.

Notices may be sent to us at the email address: [info@shepherdsfitness.co.uk](mailto:info@shepherdsfitness.co.uk). Notice will be deemed given 24 hours after email is sent, unless the sender receives an automatic, electronic notification that such notice was not successfully received.

Without prejudice to the foregoing, we may serve you legal notice by post to the address provided during the registration process. In such case, notice will be deemed given three days after the date of posting.

***DISCLAIMERS; NO WARRANTIES***

You agree that attendance at or use of any such classes, activities, or other services is solely at your own risk. In no event shall Shepherds Fitness be liable for any injury, loss, claim, damage or any special, exemplary, punitive, incidental or consequential damages of any kind, whether based in contract, tort or otherwise, which arises out of or is any way connected with a user's attendance or participation in a class, service or appointment made through the site, or the performance or non-performance in connection with the services.

Unless otherwise expressly stated by Shepherds Fitness, the site and any downloadable software, content, services, or applications made available in conjunction with or through the site are provided "as is" and "as available" without warranties of any kind either express or implied. To the fullest extent permissible pursuant to applicable law, Shepherds Fitness, its suppliers and partners disclaim all warranties, statutory, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights.

Unless otherwise expressly stated by Shepherds Fitness, Shepherds Fitness, its suppliers and partners do not warrant or make any representations.

(1) That the site and any downloadable software, content, services, or applications made available in conjunction with or through the site will be uninterrupted or error-free, that defects will be corrected, or that the site and any downloadable software, content, services, or applications made available in conjunction with or through the site or the server that makes them available are free of viruses or other harmful components, or

(2) Regarding the use of the site and any downloadable software, content, services, or applications made available in conjunction with or through the site in terms of correctness, accuracy, reliability, or otherwise. You understand and agree that you download or otherwise obtain material or data through the use of the site at your own discretion and risk and that you will be solely responsible for any damages to your computer system or loss of data that results from the download of such material or data.

***WAIVER***

A provision of these Terms may be waived only by a written instrument executed by the party entitled to the benefit of such provision. The failure of any party at any time to require performance of any provision of these Terms will in no manner affect such party's right at a later time to enforce the same.

A waiver of any breach of any provision of these Terms will not be construed as a continuing waiver of other breaches of the same or other provisions of these Terms.



### ***LIMITATION OF LIABILITY AND DAMAGES***

Nothing in these terms (including **but not limited to the “disclaimers” above and limitations of liability below**) is intended to exclude or limit any liability that we may have to you by operation of applicable law. This includes liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation. It is acknowledged however, that we accept no liability for **the negligence of third parties**.

Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

**Under no circumstances, including, but not limited to, negligence, will Shepherds Fitness or its affiliates, contractors, employees, agents, or third party partners, or suppliers be liable for any special, indirect, incidental, consequential, punitive, or exemplary damages arise from or related to the use of the club and/or the site, including those that result from the use or the inability to use the facilities in the club or the materials on the site, or any other interactions with Shepherds Fitness, even if Shepherds Fitness or a Shepherds Fitness authorized representative has been advised of the possibility of such damages.**

**Applicable law may not allow limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you. In such cases, Shepherds Fitness’s liability will be limited to the fullest extent permitted by applicable law.**

### ***DISPUTE RESOLUTION***

#### **General.**

Generally, if a dispute arises between Shepherds Fitness and you, our goal is to provide you with a neutral and cost effective means of resolving the dispute quickly. Accordingly, you and Shepherds Fitness agree that the parties will resolve any claim or controversy at law or equity that arises out of this Agreement or the Site (a “Claim”) in accordance with one of the subsections below or as you and we otherwise agree in writing. Before resorting to these alternatives, we strongly encourage you to first contact us directly to seek a resolution. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

#### **Choice of Law; Forum.**

These Terms shall be governed in all respects by the laws of England and Wales, without regard to conflict of law provisions. You agree that any claim or dispute you may have against Shepherds Fitness must be resolved by a court located in the United Kingdom, except as otherwise agreed by the parties. You agree to submit to the personal jurisdiction of the courts located within the UK for the purpose of litigating all such claims or disputes.

### ***MISCELLANEOUS***

#### **Severability.**

If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions.

#### **Headings.**

The heading references herein are for convenience purposes only, do not constitute a part of these Terms, and will not be deemed to limit or affect any of the provisions hereof.

**Entire Agreement.**

This (including the documents referred to herein), is the entire agreement between you and Shepherds Fitness relating to the subject matter herein and will not be modified except in writing, signed by both parties, or by a change to these Terms or Guidelines made by Shepherds Fitness as set forth in the Preamble to these Terms.

**Disclosures.**

The services hereunder are offered by Shepherds Fitness, a limited liability company incorporated and registered in England and Wales with company number 15248769, whose registered office is located at: Unit 1, Martels Industrial Estate, High Easter Road, Barnston, Great Dunmow, Essex, CM6 1NA.