

# Terms and Conditions

**Effective Date:** 01/10/2024

**Last Updated:** 02 March 2026 - This version includes new terms relating to online personal training services (Section 10)

**Welcome to Innate Fitness (“us,” “we,” or “our”). By accessing and using this website, you agree to be bound by these terms and conditions. If you do not agree with any part of these terms, please refrain from using our website and services.**

## 1. Studio Sessions and Services

**a. Personal Training:** Our fitness studio offers personal training sessions conducted by certified trainers. By registering for personal training sessions, you acknowledge that these sessions involve physical exertion, and you voluntarily assume the risks associated with participating in such activities.

**b. Gym Sessions:** We offer the opportunity to book gym/exercise sessions, using the variety of gym equipment that is provided. By attending our gym sessions, you affirm that you are physically capable of individually participating and that you assume any risks related to the exercises.

**c. Online Training Services:** By registering for online training services, you acknowledge that the customised online training programmes involve physical exertion, and you voluntarily assume the risks associated with participating in such activities that aren't located on the Innate Fitness premises.

## 2. Health and Safety

**a. Health Assessment:** Prior to participating in our gym or personal training sessions, you must complete a health questionnaire (PAR-Q) form to provide relevant medical and health information. It is your responsibility to update us on any changes to your health status. This information will be treated with strict confidentiality and used to ensure your safety during these sessions.

**b. Physical Condition:** By attending the Innate Fitness Studio, you represent that you are in good physical condition and have no medical conditions that would prevent you from participating safely. If you have any concerns about your health or fitness level, we recommend consulting a healthcare professional before attending our sessions.

**c. Injuries and Accidents:** In the event of an injury or accident during a class, you must inform an instructor immediately. If necessary, we will seek medical assistance.

**d. Facility Rules:** You must adhere to all facility rules and guidelines while attending our classes. This includes wearing appropriate attire and footwear, using equipment safely, and following instructions provided by the instructors.

**e. User Obligations for Equipment Use:** Participants are expected to use gym equipment responsibly and in accordance with our rules. Any misuse of equipment or intentional damage may result in liability for repairs or replacement costs.

### 3. Payments, Booking, and Cancellations

**a. Class Fees:** All fees for memberships are clearly stated on our website. Payment must be made in advance to reserve your spot in a gym or personal training session. We accept various forms of payment, including credit/debit cards and electronic funds transfer.

**b. Refunds and Cancellations:** Refunds for membership fees are non-refundable, except in cases of illness or emergencies supported by appropriate documentation.

**c. Canceling Bookable Sessions:** When booking or cancelling a session of any sort, we ask that you do so with 1 hour notice. We ask that you do this for the courtesy of other customers and staff.

**d. Membership Termination:** We reserve the right to terminate memberships if members repeatedly violate gym rules, behave inappropriately, or misuse equipment.

### 4. Website Use

**a. Website Content:** The content provided on our website is for general information purposes only and does not constitute professional advice. We strive to provide accurate and up-to-date information, but we do not guarantee the completeness or accuracy of the content.

**b. Intellectual Property:** All content and materials on this website, including but not limited to text, images, logos, trademarks, and software, are the property of Innate Fitness and are protected by applicable copyright and intellectual property laws. You may not reproduce, modify, distribute, or use any content from this website without our express written consent.

**c. Website Availability:** We make every effort to ensure the continuous availability of our website. However, we do not guarantee uninterrupted access, and we are not liable for any disruptions or technical issues beyond our control.

**d. User Conduct:** You agree to use this website for lawful purposes only and to comply with all applicable laws and regulations. You must not engage in any activity that may interfere with the proper functioning of the website or violate the rights of others.

### 5. Limitation of Liability

**a. Assumption of Risks:** Participation in physical activities, including our gym/exercise, personal training, and online training sessions/programmes, carries inherent risks. By attending our sessions or participating in our exercise programmes, you acknowledge these risks and agree not to hold Innate Fitness, its owners, instructors, or employees liable for any injuries, damages, or losses arising from your participation.

**b. Indemnification:** You agree to indemnify and hold harmless Innate Fitness, its owners, instructors, or employees from any claims, demands, damages, or costs arising from your use of our website, app, or participation in our sessions.

**c. Liability Limitation:** To the maximum extent permitted by law, Innate Fitness shall not be liable for any direct, indirect, incidental, special, or consequential

damages arising from your use of this website or participation in our fitness sessions.

**d. Force Majeure Clause:** Innate Fitness shall not be held liable for any failure or delay in the performance of our services due to events outside our reasonable control, including but not limited to natural disasters, pandemics, or government regulations.

## 6. Termination

**a. Website Access:** We reserve the right to suspend or terminate your access to our website at any time and for any reason, including if we suspect a violation of these terms.

**b. Exercise Session Participation:** We reserve the right to refuse or terminate your participation in any class if we believe that your conduct is disruptive or violates our terms and conditions.

## 7. Governing Law

**a. Jurisdiction:** These terms and conditions shall be governed by and construed in accordance with the laws of the United Kingdom, without regard to its conflict of law principles.

**b. Disputes:** Any disputes arising from these terms and conditions or your use of our website shall be subject to the exclusive jurisdiction of the courts in the United Kingdom.

## 8. Modifications to Terms

**a. Updates:** We reserve the right to update these terms and conditions at any time without notice. It is your responsibility to review these terms regularly. Continued use of our website after any changes indicates your acceptance of the revised terms.

## 9. Gold Joint Membership Restrictions

**a. Eligibility:** The Gold Joint Membership is available only to couples, family members, or individuals residing in the same household. This restriction is in place to prevent misuse of joint memberships by friends or individuals not living together.

**b. Verification:** Innate Fitness reserves the right to request proof of eligibility, such as shared residency, family status, or other relevant documentation.

**c. Breach of Terms:** Any violation of this eligibility requirement may result in the immediate termination of the joint membership without refund.

## 10. Online Personal Training Services

### a. Service Description

Innate Fitness provides online personal training consisting of customised programmes, coaching feedback and support delivered remotely via the Innate app, email and/or video messages. The Innate app is currently available for installation in the UK only and handles programme delivery, daily guidance, exercise tracking and progress overview. Coaching reviews are provided via email at the frequency of your membership level (monthly for

Bronze, fortnightly for Silver, weekly for Gold). You may send up to four exercises per review for feedback, adjustments or form checks. Quick questions between reviews can be sent via in-app messaging.

#### **b. Assumption of Risks**

By enrolling in online training, you acknowledge that physical exercise carries inherent risks (e.g., musculoskeletal injuries, cardiovascular events). You participate voluntarily at your own risk and assume full responsibility for any outcomes. We strongly recommend consulting a medical professional before starting, especially with existing health conditions.

#### **c. Programme Limitations**

Online training is remote and without in-person supervision. While programmes are designed safely and effectively, we cannot oversee execution in real-time. You are responsible for following instructions sensibly, using equipment properly and seeking local guidance if needed. Innate Fitness is not liable for injuries or adverse outcomes from improper form, misuse of equipment, failure to follow advice or ignoring medical recommendations.

#### **d. Client Responsibilities**

You must:

Complete onboarding forms accurately (health questionnaire, training history, equipment, preferences).

Update us on any health changes.

Follow programmes within your capabilities.

Submit footage, check-ins or updates as requested for reviews.

#### **e. Communication and Feedback**

Response times for general queries are typically 2–3 working days. Feedback follows your tier. Failure to submit updates may delay adjustments.

#### **f. Payment, Cancellations and Refunds**

Payments are required in advance and non-refundable once a programme is delivered or coaching starts.

You may cancel before the next billing cycle; cancellations apply to the following cycle.

Exceptions (e.g., medical emergencies) are at our discretion with documentation.

#### **g. Data and Confidentiality**

Personal information, health data and submitted footage are treated confidentially and stored securely under GDPR. They are not shared publicly without explicit written consent.

## **h. Termination**

We may terminate services without refund if you:

Provide false information.

Repeatedly ignore safety instructions.

Abuse communication channels.

## **i. Relocation and Access**

If you relocate outside the UK after initial UK installation of the app, please inform us. We may continue support where feasible, but full functionality cannot be guaranteed abroad. Access from outside the UK is at your discretion.

## **Contact Us**

If you have any questions or concerns regarding these terms and conditions, please contact us at [innate.gym@gmail.com](mailto:innate.gym@gmail.com).