

## Elemental Fitness Ltd Terms & Conditions

### Interpretation

In these Conditions, the following words have the following meanings:

- **Conditions:** these terms and conditions.
- **Contract:** the contract created by the Customer's acceptance of a Quote for Services by the Supplier under clause 2.1.
- **Contract Price:** the price for the provision of Services, as set out in the Quote.
- **Contract Documents:** these Conditions and the terms of the Quote accepted by the Customer.
- **Customer:** the person, firm, or company who purchases Services from the Supplier.
- **Customer's Equipment:** any equipment provided by the Customer and used directly or indirectly in the supply of the Services.
- **Deliverables:** all documents and materials developed by the Supplier and delivered to the Customer pursuant to the provision of the Services in any form, including nutritional reports.
- **Quote:** a quote issued by the Supplier for the supply of Services.
- **Services:** the services to be provided by the Supplier under the Contract as set out in the Quote, together with any other services which the Supplier provides or agrees to provide to the Customer.
- **Supplier:** Elemental Fitness Ltd & Elemental Kickboxing Academy, of Unit 2, Railsfield Mount, Leeds, LS13 3AX.
- **Supplier's Equipment:** any equipment provided by the Supplier or its subcontractors and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement between the parties under which title passes to the Customer.

References to clauses are to the clauses of these Conditions. Words in the singular shall include the plural and vice versa. Where the words "include(s)", "including" or "in particular" are used in these Conditions, they are deemed to have the words "without limitation" following them and where the context permits, the words "other" and "otherwise" are illustrative and shall not limit the sense of the words preceding them.

### The Contract

The Quote may be accepted by the Customer at any time during its period of validity by signing and returning a copy to the Supplier. By accepting the Quote, the Customer appoints the Supplier to supply the Services in consideration of the Contract Price and subject to the terms of the Contract Documents. If the Customer does not sign and/or return a copy of the Quote, it will nevertheless be deemed to have accepted the Quote if, after receipt of the Quote, it accepts the provision of any (or any part of) the Services by the Supplier. These Conditions shall apply to and be incorporated into the Contract and prevail over any inconsistent terms or conditions contained, or referred to, in the Customer's purchase order, confirmation of order, acceptance of a quotation or specification, or implied by law, trade custom, practice or course of dealing. Quotes are given by the Supplier on the basis that no Contract shall come into existence except in accordance with clause 2.1. Any Quote is valid for a period of 30 days from its date, provided that the Supplier has not previously withdrawn it. The appointment of the Supplier will commence upon receipt by the Supplier of a Quote signed by the Customer (or alternatively upon commencement of the Services) and will last until completion of the Services unless terminated in accordance with these Conditions. In the event of any inconsistency between the terms of these Conditions and the Quote, the terms of the Quote will prevail.

## Terms and Conditions for Elemental Fitness Ltd Personal Training Services

1. **Services Offered:** Elemental Fitness Ltd ("the Company") offers personalised personal training services tailored to individual fitness goals. Services may include one-on-one training sessions, nutritional guidance, and workout programming.
2. **Fees and Payment:** Clients agree to pay the agreed-upon fees for personal training services. Payment is due in full prior to the commencement of coaching sessions unless otherwise arranged. The Company reserves the right to modify fees with reasonable notice every 12 months. For private sports coaching services, the Contract Price may be paid in instalments by cash, debit or credit card, direct debit, or bank transfer prior to each session. The Customer may block book several personal fitness sessions and pay for the block booking in advance. Where block bookings are paid in advance, 10 sessions must be used within a 4-month period, and 20 sessions must be used within any 6-month period. When paying by Direct Debit:
  - o Payment must be made on time, in full, and without any deduction, set off, or counterclaim. If you wish to cancel or amend your direct debit, you must inform the supplier in writing, giving at least 28 days' notice. Late or cancelled payments without warning to the supplier will lead to a £10.00 administration charge, a 5% failed payment charge up to a value of £10.00, plus the outstanding balance from Elemental Fitness Ltd.
  - o If an account is outstanding, we will refer the matter to our debt collection agents, Daniels Silverman Limited, which will incur costs. Any costs incurred to collect the debt will be added to the debt, plus VAT at the prevailing rate. You agree that you will be legally liable to pay us that surcharge, and that payment of the same can be enforced against you in court.
  - o When paying by direct debit, sessions are to be used within the allocated month and are not to be transferred. However, at the discretion of the Company and as a gesture of goodwill — such as with advanced notice — exceptions can be made by email.
  - o Direct debits are non-refundable.
3. **Session Cancellation Policy:** Clients must provide at least 24 hours' notice to cancel or reschedule a training session. Failure to provide adequate notice will result in forfeiture of the session fee. The Company reserves the right to cancel or reschedule sessions with reasonable notice.
4. **Refund Policy:** All sales are final. We do not offer refunds for any products or services purchased. However, services are transferable and can be assigned to another service within the company. This policy is in place because personal training services require the advance allocation of trainer time, facility space, and resources to each client. Once a session or package is booked, that time is reserved exclusively for the client and cannot easily be reassigned at short notice. In addition, the company invests time in programme planning and preparation prior to each session. To ensure fairness and consistency for all clients and to maintain the high standard of service provided.
5. **Health and Safety:** Clients acknowledge that participation in physical exercise carries inherent risks and agree to disclose any medical conditions or physical limitations that may affect their ability to safely participate in training sessions. Clients assume all responsibility for any injuries sustained during training sessions.
6. **Client Responsibilities:** Clients are responsible for arriving on time for scheduled training sessions, following the trainer's instructions, and adhering to any exercise or nutrition plans provided. Clients agree to communicate openly with the trainer regarding their progress, goals, and any concerns.
7. **Trainer Responsibilities:** The Company agrees to design safe and effective workout programs tailored to the client's individual needs and goals. Trainers will provide guidance on proper form and technique and adapt the training regimen as needed to support the client's progress.
8. **Confidentiality:** The Company agrees to keep all client information confidential and will not disclose personal or medical information to third parties without consent, except as required by law.
9. **Termination:** Either party may terminate the agreement with written notice. In the event of termination, the client will be responsible for any fees owed for services rendered up to the date of termination.
10. **Intellectual Property:** Any materials or intellectual property developed during the course of the training relationship, including workout plans and assessments, remain the property of the Company.
11. **Governing Law:** These terms and conditions shall be governed by and construed in accordance with the law, and any disputes arising under or in connection with these terms shall be subject to the exclusive jurisdiction of the courts.
12. **Other:** The Services may be provided at either premises rented by the Supplier, or (for personal training services) at the Customer's premises. If Services are provided at the Customer's premises, then it is the Customer's responsibility to ensure a safe environment is provided for the Supplier.

By engaging the services of Elemental Fitness Ltd, clients acknowledge that they have read, understood, and agreed to these terms and conditions.

## Terms and Conditions for Elemental Fitness Ltd Private Sports Coaching Services

1. **Services Offered:** Elemental Fitness Ltd ("the Company") provides private sports coaching services tailored to individual athletic development goals. Services may include skill enhancement, performance training, and mental conditioning for various sports disciplines.
2. **Fees and Payment:** Clients agree to pay the agreed-upon fees for private sports coaching services. Payment is due in full prior to the commencement of coaching sessions unless otherwise arranged. The Company reserves the right to modify fees with reasonable notice every 12 months. For private sports coaching services, the Contract Price may be paid in instalments by cash, debit or credit card, direct debit, or bank transfer prior to each session. The Customer may block book several personal fitness sessions and pay for the block booking in advance. Where block bookings are paid in advance, 10 sessions must be used within a 4-month period, and 20 sessions must be used within a 6-month period.
3. **When paying by Direct Debit:** Payment must be made on time, in full, and without any deduction, set off, or counterclaim. If you wish to cancel or amend your direct debit, you must inform the supplier in writing, giving at least 28 days' notice. Late or cancelled payments without warning to the supplier will lead to a £10.00 administration charge, a 5% failed payment charge up to a value of £10.00, plus the outstanding balance from Elemental Fitness Ltd. If an account is outstanding, we will refer the matter to our debt collection agents, Daniels Silverman Limited, which will incur costs. Any costs incurred to collect the debt will be added to the debt, plus VAT at the prevailing rate. You agree that you will be legally liable to pay us that surcharge, and that payment of the same can be enforced against you in court. When paying by direct debit, sessions are to be used within the allocated month and are not to be transferred. However, at the discretion of the Company and as a gesture of goodwill — such as with advanced notice — exceptions can be made by email. Direct debits are non-refundable.
4. **Session Cancellation Policy:** Clients must provide at least 24 hours' notice to cancel or reschedule a coaching session. Failure to provide adequate notice will result in forfeiture of the session fee. The Company reserves the right to cancel or reschedule sessions with reasonable notice.
5. **Refund Policy:** All sales are final. We do not offer refunds for any products or services purchased. However, services are transferable and can be assigned to another service within the company. This policy is in place because sports coaching services require the advance allocation of coach time, facility space, and resources to each client. Once a session or package is booked, that time is reserved exclusively for the client and cannot easily be reassigned at short notice. In addition, the company invests time in planning and preparation prior to each session. To ensure fairness and consistency for all clients, and to maintain the high standard of service provided.
6. **Health and Safety:** Clients acknowledge that participation in athletic training carries inherent risks and agree to disclose any medical conditions or physical limitations that may affect their ability to safely participate in coaching sessions. Clients assume all responsibility for any injuries sustained during coaching sessions.
7. **Client Responsibilities:** Clients are responsible for arriving on time for scheduled coaching sessions, following the coach's instructions, and actively participating in the training program. Clients agree to communicate openly with the coach regarding their progress, goals, and any concerns.
8. **Coach Responsibilities:** The Company agrees to provide knowledgeable and experienced coaches who will design customized training programs to improve athletic performance and skill development. Coaches will provide guidance on technique, strategy, and mental preparation tailored to the client's specific sport.
9. **Confidentiality:** The Company agrees to keep all client information confidential and will not disclose personal or training-related information to third parties without consent, except as required by law.
10. **Termination:** Either party may terminate the agreement with written notice. In the event of termination, the client will be responsible for any fees owed for services rendered up to the date of termination.
11. **Intellectual Property:** Any materials or intellectual property developed during the course of the coaching relationship, including training plans and assessments, remain the property of the Company.
12. **Governing Law:** These terms and conditions shall be governed by and construed in accordance with the law, and any disputes arising under or in connection with these terms shall be subject to the exclusive jurisdiction of the courts.
13. **Other:** The Services may be provided at either premises rented by the Supplier, or (for private sports coaching) at the Customer's premises. If Services are provided at the Customer's premises, then it is the Customer's responsibility to ensure a safe environment is provided for the Supplier. In no circumstances can sessions run on over the allotted times. The Supplier shall use reasonable endeavours to provide the Services, and to deliver the Deliverables to the Customer, in accordance in all material respects with the Quote. The Supplier will perform the Services with reasonable care and skill.

By engaging the services of Elemental Fitness Ltd, clients acknowledge that they have read, understood, and agreed to these terms and conditions.

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Company Reg 9656566 Registered in England. VAT Number 249329382

## Terms and Conditions for Elemental Fitness Ltd Group Martial Arts Classes

1. **Services Offered:** Elemental Fitness Ltd ("the Company") provides group martial arts classes designed to teach various martial arts disciplines in a group setting. Classes may include techniques, drills, and sparring sessions tailored to different skill levels and age groups.
2. **Fees and Payment:** Clients agree to pay the agreed-upon fees for group martial arts classes. Payment is due in full prior to the commencement of classes unless otherwise arranged. The Company reserves the right to modify fees with reasonable notice every 12 months. For group martial arts sessions, the Customer may set up a direct debit payment on a monthly basis, and any such payment should reach the Supplier's account by the first day of each month. The Supplier will not be obliged to provide any Services if the appropriate instalment of the contract price has not been paid to it in advance of performance of the Services.
3. **When paying by Direct Debit:** Payment must be made on time, in full, and without any deduction, set off, or counterclaim. If you wish to cancel or amend your direct debit, you must inform the supplier in writing, giving at least 28 days' notice. Late or cancelled payments without warning to the supplier will lead to a £10.00 administration charge, a 5% failed payment charge up to a value of £10.00, plus the outstanding balance from Elemental Fitness Ltd. If an account is outstanding, we will refer the matter to our debt collection agents, Daniels Silverman Limited, which will incur costs. Any costs incurred to collect the debt will be added to the debt, plus VAT at the prevailing rate. You agree that you will be legally liable to pay us that surcharge, and that payment of the same can be enforced against you in court. When paying by direct debit, sessions are to be used within the allocated month and are not to be transferred. However, at the discretion of the Company and as a gesture of goodwill — such as with advanced notice — exceptions can be made by email. Payments received on/around the 28th day of the month will release class credits and be valid until the last working day of the following month. Direct debits are non-refundable.
4. **When paying as you go by class credits:** A class credit received via a club introductory offer are to be used within 3 months from date of purchase. Class credits not used within this time will be removed from the customer's account. Additional class credits purchased at our standard rate and outside of club memberships are valid for 3 months from date of purchase. Class credits are non-refundable.
5. **Refund Policy:** All sales are final. We do not offer refunds for any products or services purchased. However, services are transferable and can be assigned to another service within the company.
6. **Registration and Enrolment:** Clients must complete a registration process before participating in group martial arts classes. Enrolment is subject to availability, and clients may be required to sign waivers or provide medical clearance if deemed necessary by the Company.
7. **Attendance and Punctuality:** Clients are responsible for arriving on time for scheduled classes and participating actively throughout the session. Clients are responsible for prebooking their attendance via the company app, and failure to do so may result in no entry.
8. **Health and Safety:** Clients acknowledge that participation in martial arts training carries inherent risks and agree to follow all safety instructions provided by the instructor. Clients with pre-existing medical conditions or injuries must inform the instructor before participating in class.
9. **Code of Conduct:** Clients are expected to conduct themselves in a respectful and disciplined manner during classes, following the instructions of the instructor and treating fellow participants with courtesy and sportsmanship.
10. **Equipment and Attire:** Clients must wear appropriate martial arts attire and equipment as specified by the instructor. This may include uniforms, protective gear, and footwear. The Company may provide equipment for use during classes, but clients are encouraged to bring their own if available.
11. **Class Cancellation Policy:** Clients must provide at least 3 hours' notice to cancel a class booking. The Company reserves the right to cancel or reschedule classes with reasonable notice. Clients will be notified of any changes via email, app, phone, or in-person communication.
12. **Termination:** The Company reserves the right to terminate the enrolment of any client who violates these terms and conditions or engages in disruptive behaviour during classes. Refunds may be granted at the discretion of the Company.
13. **Governing Law:** These terms and conditions shall be governed by and construed in accordance with the laws, and any disputes arising under or in connection with these terms shall be subject to the exclusive jurisdiction of the courts.
14. **Other:** In no circumstances can sessions run on over the allotted times. The Supplier shall use reasonable endeavours to provide the Services, and to deliver the deliverables to the Customer, in accordance in all material respects with the Quote. The Supplier will perform the Services with reasonable care and skill.

By enrolling in group martial arts classes offered by Elemental Fitness Ltd, clients acknowledge that they have read, understood, and agreed to these terms and conditions.

## Online and Remote Personal Training Services

1. **Services Offered:** Elemental Fitness Ltd ("the Company") provides online and remote personal training services via virtual platforms. These include personalized workout programming, live video training sessions, nutritional guidance, and ongoing support from certified trainers.
2. **Fees and Payment:** Clients agree to pay the agreed-upon fees for private sports coaching services. Payment is due in full prior to the commencement of coaching sessions unless otherwise arranged. The Company reserves the right to modify fees with reasonable notice every 12 months. For private sports coaching services, the Contract Price may be paid in instalments by cash, debit or credit card, direct debit, or bank transfer prior to each session. The Customer may block book several personal fitness sessions and pay for the block booking in advance. Where block bookings are paid in advance, 10 sessions must be used within a 4-month period, and 20 sessions must be used within any 6-month period.
3. **When paying by Direct Debit:** Payment must be made on time, in full, and without any deduction, set off, or counterclaim. If you wish to cancel or amend your direct debit, you must inform the supplier in writing, giving at least 28 days' notice. Late or cancelled payments without warning to the supplier will lead to a £10.00 administration charge, a 5% failed payment charge up to a value of £10.00, plus the outstanding balance from Elemental Fitness Ltd. If an account is outstanding, we will refer the matter to our debt collection agents, Daniels Silverman Limited, which will incur costs. Any costs incurred to collect the debt will be added to the debt, plus VAT at the prevailing rate. You agree that you will be legally liable to pay us that surcharge, and that payment of the same can be enforced against you in court. When paying by direct debit, sessions are to be used within the allocated month and are not to be transferred. However, at the discretion of the Company and as a gesture of goodwill — such as with advanced notice — exceptions can be made by email. Direct debits are non-refundable.
4. **Initial Consultation:** An initial consultation may be required to assess fitness goals, health status, and training preferences, conducted via phone, video call, or in-person.
5. **Training Programs:** Customized training programs will be designed to meet individual client needs and goals, including live video sessions, pre-recorded workouts, exercise demonstrations, and written instructions.
6. **Nutritional Guidance:** General nutritional guidance may be provided. Clients should consult with a registered dietitian or healthcare professional for personalized dietary advice.
7. **Client Responsibilities:** Clients must provide accurate health and fitness information, participate actively, complete workouts, and follow dietary recommendations.
8. **Equipment and Resources:** Clients are responsible for obtaining necessary equipment. The Company may recommend purchases or alternatives.
9. **Communication:** Clients must maintain open communication with their trainer regarding progress, challenges, and health changes. Trainers will respond within a reasonable timeframe.
10. **Cancellation Policy:** At least 24 hours' notice is required to cancel or reschedule a session. Inadequate notice may result in forfeiture of the session fee. The Company may cancel or reschedule sessions with reasonable notice.
11. **Termination:** Either party may terminate the agreement with written notice. Clients are responsible for fees owed for services rendered up to the termination date.
12. **Governing Law:** These terms are governed by the law, with disputes subject to the exclusive jurisdiction of its courts.
13. **Other:** The Company shall use reasonable endeavours to provide the services and deliverables with reasonable care and skill in accordance with the quote.

By engaging Elemental Fitness Ltd for online and remote personal training, clients acknowledge that they have read, understood, and agreed to these terms and conditions.

## Gym Access Services

1. **Services Offered:** These terms govern the use of gym facilities provided by Elemental Fitness Ltd ("the Company"). By accessing the facilities, clients agree to these terms.
2. **Fees and Payment:** Clients agree to pay the agreed-upon fees for gym access services. Payment is due in full prior to the commencement of coaching sessions unless otherwise arranged. The Company reserves the right to modify fees with reasonable notice every 12 months. For gym access services, the Contract Price may be paid in instalments by cash, debit or credit card, direct debit, or bank transfer prior to each session.
3. **When paying by Direct Debit:** Payment must be made on time, in full, and without any deduction, set off, or counterclaim. If you wish to cancel or amend your direct debit, you must inform the supplier in writing, giving at least 28 days' notice. Late or cancelled payments without warning to the supplier will lead to a £10.00 administration charge, a 5% failed payment charge up to a value of £10.00, plus the outstanding balance from Elemental Fitness Ltd. If an account is outstanding, we will refer the matter to our debt collection agents, Daniels Silverman Limited, which will incur costs. Any costs incurred to collect the debt will be added to the debt, plus VAT at the prevailing rate. You agree that you will be legally liable to pay us that surcharge, and that payment of the same can be enforced against you in court. When paying by direct debit, sessions are to be used within the allocated month and are not to be transferred. However, at the discretion of the Company and as a gesture of goodwill — such as with advanced notice — exceptions can be made by email. Direct debits are non-refundable.
4. **Gym Access Credits:** Gym access credits purchased outside of memberships are valid for 3 months. Credits from monthly direct debit memberships are valid for 1 month.
5. **Access and Membership:** A valid membership or 1 hour or day pass is required to access facilities. Membership options include monthly, quarterly, and annual plans.
6. **Refund Policy:** All sales are final. No refunds are offered, but services are transferable within the company. This policy is in place because gym access services require the advance allocation of time, facility space, and resources to each client. Once a session or package is booked, that time is reserved exclusively for the client and cannot easily be reassigned at short notice. To ensure fairness and consistency for all clients, and to maintain the high standard of service provided.
7. **Use of Facilities:** Facilities may be used during designated hours. Clients must adhere to posted rules, including equipment usage and safety protocols. Clients understand that the facilities may not always have a staff member present for part of, or during, their visit and agree to use the facilities responsibly and safely.
8. **Health and Safety:** Clients use the facilities at their own risk and must follow safety instructions.
9. **Conduct:** Respectful and courteous behaviour towards staff and other members is expected. Disruptive or offensive behaviour may result in termination of access privileges.
10. **Session Cancellation Policy:** Clients must provide at least 3 hours' notice to cancel a session booking. The Company reserves the right to cancel or reschedule classes with reasonable notice. Clients will be notified of any changes via email, app, phone, or in-person communication.
11. **Equipment Usage:** Equipment must be used responsibly, sanitized before and after use, and returned to its designated location.
12. **Personal Belongings:** The Company is not responsible for loss, theft, or damage to personal belongings.
13. **Termination:** The Company may terminate access for violation of terms or other necessary reasons, with possible forfeiture of remaining fees.
14. **Governing Law:** These terms are governed by the law, with disputes subject to the exclusive jurisdiction of its courts.
15. **Other:** Sessions cannot exceed the allotted times.

By accessing the gym facilities, clients acknowledge that they have read, understood, and agreed to these terms and conditions.



## Gym & Studio Hire Services

1. **Services Offered:** These terms govern the rental and use of the gym and studio facilities operated by Elemental Fitness Ltd ("the Company"). By hiring the facilities, the client ("the Hirer") agrees to comply with these Terms and Conditions and any operational rules set by the Company.
2. **Reservations and Bookings:** All bookings must be made in advance and confirmed by the Company. Bookings are subject to availability and may only be used during the reserved time slot. Sessions must begin and end promptly within the agreed timeframe to allow smooth operation for all users. Group sessions must be booked and paid for in advance to secure the reservation.
3. **Fees and Payment:** All hire fees must be paid in full prior to the rental period unless otherwise arranged in writing. Payment may be made via cash, card, direct debit, or bank transfer. Fees may be subject to review and reasonable adjustment with prior notice. Failure to make payment on time may result in cancellation of the booking and/or termination of future hire rights. When paying by Direct Debit: Payment must be made on time, in full, and without any deduction, set off, or counterclaim. If you wish to cancel or amend your direct debit, you must inform the supplier in writing, giving at least 28 days' notice. Late or cancelled payments without warning to the supplier will lead to a £10.00 administration charge, a 5% failed payment charge up to a value of £10.00, plus the outstanding balance from Elemental Fitness Ltd. If an account is outstanding, we will refer the matter to our debt collection agents, Daniels Silverman Limited, which will incur costs. Any costs incurred to collect the debt will be added to the debt, plus VAT at the prevailing rate. You agree that you will be legally liable to pay us that surcharge, and that payment of the same can be enforced against you in court. When paying by direct debit, sessions are to be used within the allocated month and are not to be transferred. However, at the discretion of the Company and as a gesture of goodwill — such as with advanced notice — exceptions can be made by email. Direct debits are non-refundable.
4. **Refund Policy:** All sales are final. Refunds are not available once payment has been made. However, hire credits may be transferred to another service within the Company at its discretion. This policy exists because each booking reserves facility space, time, and staff resources that cannot easily be reassigned. This ensures fairness, scheduling reliability, and consistent service quality for all clients.
5. **Use of Facilities:** The Hirer must use the facilities only for the intended purpose of fitness or sports-related activities. Use of Elemental Fitness' name, branding, or imagery for promotional materials requires written approval. Subletting or sharing the space with other trainers or businesses is strictly prohibited unless authorised. The Hirer's clients are not permitted to use Elemental Fitness facilities (e.g. gym floor, cardio equipment) outside the booked session.
6. **Health and Safety:** The Hirer is responsible for completing a risk assessment before each session and ensuring that all equipment used is in safe working condition. Any damaged or unsafe equipment must be reported immediately to Elemental Fitness staff and taken out of use. The Hirer must hold valid Public Liability Insurance (minimum £1,000,000) and ensure all participants complete appropriate health and safety forms (e.g. PAR-Q). The Company is not responsible for injuries or incidents that occur as a result of negligence, misuse of equipment, or failure to follow safety guidance.
7. **Conduct and Professional Standards:** All users must act respectfully and courteously towards staff, clients, and other facility users. The Hirer must follow the Elemental Fitness dress code and maintain a professional standard of appearance and conduct. Poaching of other trainers' clients or promoting competing services within Elemental Fitness is prohibited. Any form of harassment, aggressive behaviour, or damage to reputation (including via social media) may result in immediate termination of this agreement.
8. **Cleaning and Maintenance:** The Hirer must leave the space clean and tidy after each use, returning all equipment to its correct place. All rubbish, bottles, and personal items must be removed. Repeated failure to maintain cleanliness may result in termination of hire rights. Elemental Fitness will maintain the facilities to a professional standard but reserves the right to close the studio temporarily for maintenance or operational reasons.
9. **Liability and Insurance:** The Company accepts no responsibility for loss, theft, or damage to personal property left on the premises. The Hirer agrees to indemnify the Company against any claims, costs, or expenses arising from their activities, negligence, or actions of their clients. All data held or processed must comply with the Data Protection Act 1998 (or successor legislation).
10. **Cancellation and Termination:** The Hirer may cancel a booking with reasonable notice, subject to any cancellation fees specified at the time of booking. No refunds will be issued for cancellations made by the Hirer. The Company reserves the right to cancel or terminate this agreement with immediate effect for: Breach of these Terms and Conditions, Non-payment of fees, Misuse of facilities or unprofessional conduct, Behaviour deemed unsafe or disruptive to others, Termination does not release the Hirer from paying any outstanding fees owed to the Company.
11. **Governing Law:** These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales. Any disputes arising under or in connection with this agreement shall be subject to the exclusive jurisdiction of the courts.

By engaging Elemental Fitness Ltd for Gym & Studio Hire Services, clients acknowledge that they have read, understood, and agreed to these terms and conditions.

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Company Reg 9656566 Registered in England. VAT Number 249329382

## School Training & Martial Arts Services

1. **Services Offered:** Elemental Fitness Ltd ("the Company") provides tailored school training and martial arts programmes to educational institutions and organisations. Services may include curriculum development, structured martial arts instruction, instructor training, student workshops, after-school clubs, and ongoing programme support.
2. **Booking and Scheduling:** All sessions must be booked in advance and confirmed by the Company, subject to instructor availability. The Company will make every reasonable effort to accommodate preferred dates and times. Sessions may be delivered on school premises or at facilities provided by Elemental Fitness Ltd.
3. **Fees and Payment:** Clients agree to pay the agreed-upon fees for school training and martial arts services. Payment is due in full prior to the commencement of services unless otherwise arranged in writing. The Company reserves the right to modify fees with reasonable notice, typically reviewed annually. Where services are paid by invoice, payment must be made by the specified due date. Late payments may incur administration fees and could result in suspension of services until payment is received. Block bookings and Direct Debit payments must reach the Company's account by the agreed date each month. Failure to make payment may result in cancellation of sessions and forfeiture of any pre-paid fees.
4. **Refund Policy:** All sales are final. The Company does not offer refunds for services purchased. However, services are transferable and may be reassigned within the Company. This policy is in place because school training and martial arts services require advance scheduling of instructor time, facility allocation, and programme preparation. Once booked, these resources are dedicated exclusively to the client and cannot be easily reassigned at short notice. This ensures fairness and consistency for all clients while maintaining high service standards.
5. **Health and Safety:** The Company is committed to maintaining a safe training environment and adheres to all relevant health and safety procedures. Schools or institutions must ensure that: A suitable and safe space is provided for training, all participants wear appropriate clothing and follow instructor guidance, and any relevant medical information or participant conditions are disclosed prior to training. All instructors are fully qualified, insured, and DBS checked.
6. **Conduct and Behaviour:** Respectful, disciplined, and cooperative behaviour is expected from all participants. Disruptive or unsafe behaviour may result in removal from the session or programme. The Company reserves the right to suspend or terminate services if inappropriate conduct continues.
7. **Cancellation and Rescheduling:** A minimum of 7 days' notice is required to cancel or reschedule booked sessions. Cancellations made with less than 7 days' notice may result in forfeiture of the session fee. In cases of unforeseen circumstances (such as school closures, severe weather, or instructor illness), the Company will make every reasonable effort to reschedule affected sessions at no additional cost.
8. **Liability:** The Company will take all reasonable steps to ensure the safety of participants during training sessions. However, the Company shall not be held liable for any injury, loss, or damage that occurs during participation, except where such injury, loss, or damage is caused by the Company's negligence. Clients are advised to maintain appropriate insurance coverage.
9. **Intellectual Property:** All materials, lesson plans, and resources developed or provided by the Company remain the intellectual property of Elemental Fitness Ltd and may not be copied, reproduced, or distributed without prior written consent.
10. **Termination:** Either party may terminate this agreement with written notice. In the event of termination by the client, all outstanding fees must be paid in full, including any booked but unused sessions. The Company reserves the right to terminate services immediately in the event of breach of contract, non-payment, or conduct deemed detrimental to the Company's reputation or safety of participants.
11. **Governing Law:** These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales. Any disputes arising under or in connection with these terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.
12. **Other:** Sessions cannot exceed the allotted times. All services will be delivered with reasonable care, skill, and professionalism in accordance with the agreed quotation or proposal.

By engaging the services of Elemental Fitness Ltd, clients acknowledge that they have read, understood, and agreed to these terms and conditions.



## Corporate Training & Martial Arts Services

1. **Services Offered:** Elemental Fitness Ltd ("the Company") provides tailored corporate training and martial arts programmes to businesses and organisations. Services may include team-building workshops, wellbeing programmes, structured martial arts instruction, instructor-led group sessions, and ongoing corporate fitness and wellbeing support. Sessions are designed to enhance employee morale, teamwork, discipline, and physical and mental wellbeing.
2. **Booking and Scheduling:** All sessions must be booked in advance and confirmed by the Company, subject to instructor availability. The Company will make every reasonable effort to accommodate preferred dates and times. Sessions may be delivered on company premises or at facilities provided by Elemental Fitness Ltd. Any changes to the agreed schedule must be confirmed in writing.
3. **Fees and Payment:** Clients agree to pay the agreed-upon fees for corporate training and martial arts services. Payment is due in full prior to the commencement of services unless otherwise arranged in writing. The Company reserves the right to modify fees with reasonable notice, typically reviewed annually. Where services are paid by invoice, payment must be made by the specified due date. Late payments may incur administration fees and could result in suspension of services until payment is received. Block bookings and Direct Debit payments must reach the Company's account by the agreed date each month. Failure to make payment may result in cancellation of sessions and forfeiture of any pre-paid fees.
4. **Refund Policy:** All sales are final. The Company does not offer refunds for services purchased. However, services are transferable and may be reassigned within the Company. This policy is in place because corporate training and martial arts services require advance scheduling of instructor time, facility allocation, and programme preparation. Once booked, these resources are dedicated exclusively to the client and cannot be easily reassigned at short notice. This ensures fairness and consistency for all clients while maintaining high service standards.
5. **Health and Safety:** The Company is committed to maintaining a safe and professional training environment and adheres to all relevant health and safety procedures. Clients must ensure that: A suitable and safe space is provided for training, all participants wear appropriate clothing and follow instructor guidance, any relevant medical information or participant conditions are disclosed prior to training, and all instructors are fully qualified, insured, and DBS checked. The Company reserves the right to refuse participation to anyone deemed unfit or unsafe to train.
6. **Conduct and Behaviour:** Respectful, disciplined, and cooperative behaviour is expected from all participants. Disruptive or unsafe behaviour may result in removal from the session or programme. The Company reserves the right to suspend or terminate services if inappropriate conduct continues.
7. **Cancellation and Rescheduling:** A minimum of 7 days' notice is required to cancel or reschedule booked sessions. Cancellations made with less than 7 days' notice may result in forfeiture of the session fee. In cases of unforeseen circumstances (such as workplace closures, severe weather, or instructor illness), the Company will make every reasonable effort to reschedule affected sessions at no additional cost.
8. **Liability:** The Company will take all reasonable steps to ensure the safety of participants during training sessions. However, the Company shall not be held liable for any injury, loss, or damage that occurs during participation, except where such injury, loss, or damage is caused by the Company's negligence. Clients are advised to maintain appropriate insurance coverage.
9. **Intellectual Property:** All materials, training programmes, and resources developed or provided by the Company remain the intellectual property of Elemental Fitness Ltd and may not be copied, reproduced, or distributed without prior written consent.
10. **Termination:** Either party may terminate this agreement with written notice. In the event of termination by the client, all outstanding fees must be paid in full, including any booked but unused sessions. The Company reserves the right to terminate services immediately in the event of breach of contract, non-payment, or conduct deemed detrimental to the Company's reputation or safety of participants.
11. **Governing Law:** These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales. Any disputes arising under or in connection with these terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.
12. **Other:** Sessions cannot exceed the allotted times. All services will be delivered with reasonable care, skill, and professionalism in accordance with the agreed quotation or proposal.

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## Terms and Conditions for Elemental Fitness Ltd Complimentary Gym Access

1. **Services Offered:** Elemental Fitness Ltd ("the Company") provides complimentary access to gym facilities. By using the facilities under this arrangement, clients agree to comply with these terms and conditions ("Terms").
2. **Eligibility:** Complimentary access may be offered to individuals or groups at the Company's discretion. Eligibility criteria are determined solely by the Company and may change without prior notice.
3. **Access and Use:** Clients may use the facilities during designated operating hours. Access is granted for personal use only and may not be transferred or shared. Clients understand that the facilities may not always have a staff member present for part of, or during, their visit and agree to use the facilities responsibly and safely.
4. **Exclusions:** Complimentary access does not include use of certain equipment, including cardiovascular machines (treadmills, stationary bikes, ellipticals, etc.), unless specifically agreed. Access to these facilities may be available through separate arrangements or memberships.
5. **Health and Safety:** Clients acknowledge that using gym facilities carries inherent risks. Clients must follow all safety instructions, exercise caution, and disclose any relevant medical conditions prior to participation.
6. **Conduct:** Clients are expected to behave respectfully and courteously towards staff and other users. Disruptive, disrespectful, or unsafe behaviour may result in immediate termination of access privileges.
7. **Equipment Usage:** Clients must use gym equipment responsibly and follow any instructions provided. Clients are liable for damage caused by misuse or negligence. Equipment should be sanitized before and after use and returned to its designated location.
8. **Personal Belongings:** The Company is not responsible for loss, theft, or damage to personal belongings brought into the facilities.
9. **Liability:** The Company shall not be liable for injuries, accidents, or damages incurred during use of the gym, except where caused by the Company's negligence. Clients are encouraged to maintain appropriate insurance.
10. **Termination:** The Company reserves the right to terminate complimentary access at any time for breach of these Terms or any other reason deemed necessary. Termination may be permanent and result in forfeiture of privileges.
11. **Governing Law:** These Terms are governed by the laws of England and Wales. Any disputes arising under or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.
12. **Other:** Sessions and access cannot exceed the designated times. All services will be delivered with reasonable care, skill, and professionalism.

By accessing the gym facilities under this complimentary arrangement, clients acknowledge that they have read, understood, and agreed to these Terms and Conditions.

## Terms and Conditions for Elemental Fitness Ltd Shop Purchases

1. **Services Offered:** Elemental Fitness Ltd ("the Company") operates a retail service selling clothing, fitness equipment, sports equipment, confectionery, and drinks (collectively, "Products"). By purchasing Products from the Company, clients agree to these terms and conditions ("Terms").
2. **Pricing and Payment:** All prices are displayed in GBP and include applicable taxes unless otherwise stated. Payment must be made in full at the time of purchase via cash, debit/credit card, or other accepted methods. The Company reserves the right to change prices at any time without prior notice.
3. **Availability:** Product availability is subject to stock. While the Company strives to maintain accurate stock levels, items may become unavailable after purchase. In such cases, the Company will contact the client to offer alternatives, refunds, or store credit.
4. **Refunds and Exchanges:** Refunds: Clients may request a refund within 14 days of purchase, provided proof of purchase is presented and the product is faulty, damaged, or misdescribed. Consumable items, including confectionery and drinks, are non-refundable except when faulty. Exchanges: Products may be exchanged within 30 days of purchase, provided they are unused, in their original packaging, and proof of purchase is provided. The Company reserves the right to refuse exchanges that do not meet these conditions.
5. **Use of Products:** Clients are responsible for using products safely and in accordance with any instructions provided. The Company accepts no liability for misuse of products or resulting injury or damage.
6. **Health and Safety:** Certain products, including fitness or sports equipment, carry inherent risks. Clients must ensure they are fit for use and follow all safety guidelines. The Company recommends consulting a qualified instructor or health professional if unsure about proper use.
7. **Delivery and Collection (if applicable):** Products may be collected in-store or delivered as agreed. Clients are responsible for providing accurate delivery details. The Company is not liable for delays or loss caused by inaccurate information or external delivery services.
8. **Liability:** The Company is not liable for any indirect, incidental, or consequential loss arising from the purchase or use of Products, except where required by law.
9. **Intellectual Property:** All branding, logos, designs, and promotional materials provided with Products remain the property of Elemental Fitness Ltd and may not be copied, reproduced, or used without prior written consent.
10. **Termination of Service:** The Company reserves the right to refuse service or terminate transactions if it reasonably believes the Terms are being violated, or if fraudulent or inappropriate activity occurs.
11. **Governing Law:** These Terms are governed by the laws of England and Wales. Any disputes arising under or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.
12. **Other:** Clients are responsible for inspecting products upon receipt and reporting any defects or issues promptly.

By purchasing products from Elemental Fitness Ltd, clients acknowledge that they have read, understood, and agreed to these Terms and Conditions.

## Terms and Conditions for Beauty Therapy & Treatments

1. **Services Offered:** Elemental Fitness Ltd ("the Company") provides beauty therapy and treatment services, including but not limited to facials, massages, waxing, manicures, pedicures, and other aesthetic services ("Services"). By booking or receiving these Services, clients agree to these terms and conditions ("Terms").
2. **Booking and Scheduling:** All treatments must be booked in advance and confirmed by the Company, subject to therapist availability. The Company will make reasonable efforts to accommodate preferred dates and times. Clients must arrive promptly for their scheduled appointment.
3. **Fees and Payment:** Clients agree to pay the agreed-upon fees for beauty therapy and treatments. Payment is due at the time of booking or prior to the commencement of services, unless otherwise arranged. The Company reserves the right to modify fees with reasonable notice, typically reviewed annually.
4. **Refunds and Exchanges:** Refunds: Clients may request a refund for cancelled appointments with at least 24 hours' notice. No refunds are offered for treatments already undertaken. For product purchases, refunds may be requested within 14 days with proof of purchase. Exchanges: Products or services may be exchanged within 30 days of purchase, provided they are unused, in original condition, and accompanied by proof of purchase. Appointment Rescheduling: Appointments may be rescheduled with at least 24 hours' notice, subject to therapist availability. Missed appointments or late arrivals without adequate notice may result in forfeiture of fees.
5. **Gift Vouchers and Packages:** Gift vouchers are valid for 12 months from the date of issue unless otherwise stated. Vouchers cannot be redeemed for cash and must be presented at the time of treatment. Packages and multi-treatment bookings must be used within the validity period. Sessions not used within this period may be forfeited unless otherwise agreed in writing.
6. **Health and Safety:** Clients must disclose relevant medical conditions, allergies, or sensitivities prior to receiving treatments. Participation is at the client's own risk, and clients must follow all therapist instructions to ensure safety. The Company reserves the right to refuse treatment if it is deemed unsafe or unsuitable.
7. **Conduct and Behaviour:** Clients are expected to behave respectfully and courteously towards therapists and other clients. Disruptive, offensive, or unsafe behaviour may result in termination of the session and refusal of future appointments.
8. **Personal Belongings:** The Company is not responsible for loss, theft, or damage to personal belongings brought to the premises.
9. **Use of Facilities:** Clients understand that beauty therapy areas may not always have a staff member present for part of, or during, their visit. Clients agree to use facilities responsibly and safely during their appointment.
10. **Equipment and Hygiene:** All equipment and tools are maintained according to professional standards and hygiene regulations. Clients must follow all hygiene guidance and safety instructions provided by therapists.
11. **Liability:** The Company is not liable for any adverse reactions or injuries arising from treatment, except in cases of proven negligence. Clients are advised to consult a qualified medical professional if unsure about suitability for specific treatments.
12. **Intellectual Property:** Any materials, protocols, or treatment plans provided during therapy remain the intellectual property of Elemental Fitness Ltd and may not be reproduced or shared without prior written consent.
13. **Termination:** The Company reserves the right to terminate treatment services for violations of these Terms, unsafe behaviour, or other reasonable cause. Any outstanding fees for completed services must be paid in full.
14. **Governing Law:** These Terms are governed by the laws of England and Wales. Any disputes arising under or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.
15. **Other:** Sessions must not exceed the allotted time. All services will be delivered with reasonable care, skill, and professionalism in accordance with the agreed booking.

By booking or receiving beauty therapy services from Elemental Fitness Ltd, clients acknowledge that they have read, understood, and agreed to these Terms and Conditions.

## Terms and Conditions for Loyalty Cards

1. **Eligibility:** Loyalty cards are available to all participating members of the club unless stated otherwise.
2. **How to Earn Stamps:** Members receive one stamp per class attended. Stamps are awarded after the class has been completed. Stamps must be applied by a member of staff or instructor only. Under no circumstances can a stamp be obtained at a later date; it must be collected immediately after the class attended. Stamps can be obtained during a paid introductory trial period or any other paid class. Stamps cannot be obtained for attending free classes. If a member stamps their own card without the consent of a coach or staff member (for example, by taking a stamp from the reception desk), the member will be suspended from the loyalty scheme for one (1) month.
3. **Completing the Card:** Once all stamps on the card have been collected, the card may be exchanged for one free class. The completed card must be handed in at the time of redemption or donation. Completed loyalty cards must be used within one (1) month of completion.
4. **Free Class Credit (Members):** When redeemed by a member, the free class will be added to the member's account as a class credit. The class credit must be used for booking a standard pay-as-you-go class. Class credits have no cash value and cannot be exchanged for money or other services. The class credit must be used within one (1) month of the loyalty card being completed.
5. **Donating a Completed Loyalty Card:** One fully completed loyalty card may be donated to a non-member for use as a free trial class. Donated cards must be handed in to staff and cannot be partially completed. The donated free class is valid for one first-time visit only. The free trial class must be used within one (1) month of the loyalty card being completed. On arrival for their first class, the non-member must sign up using the club's QR code located in the reception area before participating. Donated cards cannot be sold, exchanged, or transferred more than once. The club reserves the right to refuse redemption if misuse is suspected.
6. **Usage Limits** Only one stamp per person, per class may be collected., Multiple stamps cannot be earned for attending the same class. Loyalty cards cannot be shared or transferred unless donated as outlined above.
7. **Lost or Damaged Cards:** Lost, damaged, or incomplete cards cannot be replaced. The club is unable to transfer stamps from lost cards.
8. **Memberships & Offers:** Loyalty cards cannot be used in conjunction with other promotional offers unless stated. The free class or class credit does not extend or replace existing memberships.
9. **Class Availability:** Free classes and class credits are subject to normal class availability and capacity. The club reserves the right to restrict redemption during exceptionally busy sessions if required for safety or capacity reasons.
10. **Right to Amend:** The club reserves the right to amend or withdraw the loyalty card scheme at any time. Any changes will be communicated clearly to members in advance where possible.
11. **Fair Use:** Any misuse of the loyalty card scheme may result in stamps, class credits, or cards being voided at the club's discretion. This includes stamping a card without staff consent, for which the member will be suspended from the loyalty scheme for one (1) month.

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4. **Free Class Credit (Members):** When redeemed by a member, the free class will be added to the member's account as a class credit within 7 working days. The class credit must be used for booking a standard pay-as-you-go class. Class credits have no cash value and cannot be exchanged for money or other services. The class credit must be used within one (1) month of the loyalty card being completed.
5. **Donating a Completed Loyalty Card:** One fully completed loyalty card may be donated to a non-member for use as a free trial class. Donated cards must be handed in to staff and cannot be partially completed. The donated free class is valid for one first-time visit only. The free trial class must be used within one (1) month of the loyalty card being completed. On arrival for their first class, the non-member must sign up using the club's QR code located in the reception area before participating. Donated cards cannot be sold, exchanged, or transferred more than once. The club reserves the right to refuse redemption if misuse is suspected.
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