

Terms and Conditions

These terms and conditions are the contract between you and Intouch Fitness ('we', 'our' or 'us').

Our address is Ground Floor, The Custom House, The Strand, Barnstaple, Devon, England, EX31 1EU.

The following terms apply to you, so far as the context allows to you as a visitor to our Website. They prevail over any terms proposed by you.

Definitions

'Content' means the content that is encountered as part of your experience when visiting our Website. It may include, among other things: text, images, sounds, videos and animations.

'Intellectual Property' means intellectual property owned by us, of every sort, whether or not registered or registrable in any country, including intellectual property of all kinds coming into existence after today, together with all rights that are derived from those rights.

'our Website' means any website, webpage or service designed for electronic access that is owned or operated by us.

Interpretation

In this agreement unless the context otherwise requires:

A reference to a person includes a human individual, a corporate entity and any organisation which is managed or controlled as a unit.

A reference to a person includes reference to that person's successors, legal representatives, permitted assigns and any person to whom rights and obligations are transferred or passed as a result of a merger, division, reconstruction or other re-organisation involving that person.

In the context of permission, 'may not' in connection with an action of yours, means 'must not'.

The headings to the paragraphs in this agreement are inserted for convenience only and do not affect the interpretation.

Any agreement by either party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing.

A reference to an act or regulation includes new law of substantially the same intent as the act or regulation referred to.

Basis of Contract

In entering into this contract you have not relied on any representation or information from any source except that given on our Website.

So far as the law allows, all implied conditions, warranties and terms are excluded from this agreement.

If you use our services, other terms and conditions relating to our provision of those may apply in addition to these.

We may change this agreement at any time. If we do then the change will take effect when we publish the new terms on our Website. From that time you agree to be bound by any changes. If you do not agree to be bound by them.

Intellectual Property

You agree that at all times that you will:

- not do anything that does or might reduce the value of our Intellectual Property or challenge our ownership of it;
- notify us of any suspected infringement of our Intellectual Property;
- without our express permission, not to:
 - copy or replicate it for use by any other person in any way not intended by us;
 - make any change to it or any part of it;
 - publish or store it on any website or cloud storage service, or otherwise allow any other person access to it;
 - use it in any way in which it is not intended to be used; and
 - not to use it except directly in our interest.

Disclaimers and limitation of liability

Accuracy of the information on our website

We use our reasonable endeavours to confirm the accuracy of any information we place on this website. We make no warranties, whether express or implied in relation to its accuracy or completeness.

We disclaim any obligation or liability to you arising directly or indirectly from information you take from our website. If you believe that information could be improved, please tell us.

Links to other websites

This website may contain links to other websites over which we have no control of the nature, the content and the availability.

You acknowledge and agree that we shall not be liable in any way for the content of any such linked website, nor for any loss or damage arising from your use of any such website or from your buying services or goods via such a website.

The inclusion of any links on this website does not necessarily imply a recommendation or endorse the views expressed on those to which we link.

Availability of our website

This website is provided 'as is' and 'as available' without any representation made. We make no warranty as its usefulness to you, its satisfactory quality, its fitness for any purpose, the availability of any function of the website, the compatibility with your devices or software, privacy of any transmission, or security of use.

We aim to maintain access to our website, but from time to time it may be necessary for us to suspend all or part of our service for repairs, maintenance or other good reasons. We may do so without telling you first.

You acknowledge that access to our website may also be interrupted for many reasons beyond our control.

Accordingly, we make no warranty that this website will meet your requirements or that your use of it will be uninterrupted, timely or error-free.

Nor do we make any warranty that we will correct defects and errors, nor that the website or the server on which it is hosted are free of viruses or bugs.

We will not be responsible or liable to you for any loss, foreseeable or not, arising from any interruption of the availability of our website.

Exclusion of liability for loss to you

We shall not be liable to you in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) for any loss or expense arising out of or in connection with your use of this website, which is a special, indirect or consequential loss, or an economic loss or other loss of turnover, profits, contracts, business or goodwill.

This applies whether in an action of contract, negligence or otherwise, even if such loss was reasonably foreseeable or we knew you might incur it.

No limitation for personal injury or death

No term of our agreement with you shall exclude or limit our liability for death or personal injury resulting from our negligence or that of our agents or employees.

You indemnify us

You agree to indemnify us against all costs, claims and expense arising directly or indirectly from:

- your failure to comply with the law of any country;
- your breach of this agreement;
- any act, neglect or default by any agent, employee, licensee or customer of yours;
- a contractual claim arising from your use of our Website;
- a breach of the intellectual property rights of any person;

You agree that the cost of our management and technical time is properly recoverable and can reasonably be valued at £100 per hour without further proof.

Miscellaneous matters

This agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or translation of this agreement in any other language, the English language version shall prevail.

If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

The rights and obligations of the parties set out in this agreement shall pass to any permitted successor in title.

Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.

No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.

Any communication to be served on either party by the other shall be delivered by hand, sent by a recorded delivery postal service or by email. It shall be deemed to have been delivered: on the day of delivery if delivered by hand, or within 72 hours of posting if delivered by recorded post, or when an email message confirming receipt is sent if sent by email.



In the event of a dispute, you agree to undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.

This agreement does not give any right to any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise, except that any provision in this agreement which excludes or restricts the liability of our directors, officers, employees, subcontractors, agents and affiliated companies, may be enforced under that Act.

The validity, construction and performance of this agreement shall be governed by the laws of England and Wales and you agree that any dispute arising from it shall be litigated only in England.

If you have any questions about our terms and conditions, please contact us.