

# Terms and conditions

## INTRODUCTION

This website, sperofit.co.uk is owned and operated by Chris Puddy. If you have any questions or need further information, please contact: [chris@sperofit.co.uk](mailto:chris@sperofit.co.uk)

This document sets out the Terms and Conditions you need to be aware of when using this website. Please take a moment to read them, as they set out your important rights and obligations and we care about making sure we both know where we stand. When you visit this website and purchase our services, you agree that you are over the age of 18 and willing to be bound by these Terms and Conditions. If you don't accept this agreement, you should not continue to visit this website or work with us.

All products and services advertised on this website are offered in compliance with the Consumer Rights Act 2015.

We may modify this information provided on this website at any time, including altering or deleting it without notice.

## GENERAL DISCLAIMER

On this website you will find information about Sperofit's training methods, knowledge and services, and general-purpose guides in the form of free content downloadable as PDF or via blog posts and email newsletters. This information is provided solely for the purpose of helping you to make a decision when it comes to working with me. Content that is free to download is designed to provide general training advice, and is not tailored to your unique situation.

### **Our rights and responsibilities**

Although we value our community of entrepreneurs and anyone who looks to Sperofit for advice, there is no professional relationship formed between us unless you explicitly choose to work with us by purchasing our services and/or products. Any agreement between us does not mean Sperofit is an employee for any reason, and we remain open to fulfilling similar service agreements, tasks and activities for other entities.

Any testimonials and case studies we may display on this website are based on our experience and those of previous clients. They are not guarantees that anyone else will achieve the same results.

### **External Links**

We provide links to third-party websites and social media channels on this website. We're not responsible for any of the content on these websites, and to the best of our knowledge at the time of creating this website, these links do not contain adult content or illegal material.

## SPECIFIC DISCLAIMER

### Services

The intention with Sperofit's services and products is to individuals with their training as well as their knowledge and understanding of fitness. Although our experience informs the quality of our work, we can't always guarantee that clients will achieve their goals by choosing to work with us. We strive to do the very best work we can for each of our valued and respected clients, but also rely on their commitment and constructive feedback to ensure their progress is in alignment with their expectations.

We make no guarantees other than that our services described will be provided to our clients in accordance with a formal agreement or proposal that we both sign off on. If you choose to work with us, you acknowledge we can't guarantee any results and outcomes are based on subjective factors not controlled by us.

Our services are intended to benefit businesses that have already have a viable product or service, have established a product-market fit, and that have a solid understanding of their target market.

### Free Guides and Downloads

We offer free content on this website, filled with general training advice and tips. The nature of this content is to enhance your understanding of fitness, training and mental health, and demonstrate our expertise in this area.

Although we envision that those who take our general advice will achieve results, we are not responsible for what may happen should you choose to take our advice without a private, purchased consultation. General advice in the form of free content should never supplement an actual strategy or professional advice. At the time of uploading these free guides, they are to the best of our knowledge error and virus free.

### Intellectual Property

The content on this website and within downloadable guides is protected by copyright. No portion of this website or our downloads may be copied or replicated in any form without our written consent.

### Confidentiality

Any information or communication directly between Sperofit and our clients will not be disclosed to any third parties, and both parties recognise this. Neither party shall disclose any agreements or communication without the other party's prior written approval.

### Payment Terms

All services offered through SperoFit are invoiced on a pre-pay basis. Invoices will be issued directly to the client. Full payment is to have been made prior to any sessions commencing or provision of any other service.

## **Session Cancellations**

If your Personal Trainer has to cancel any session this will be rearranged at a mutually convenient time. We require a minimum of 24 hours' prior notice of any cancellation of any Personal Training sessions. This must be made directly with the Personal Trainer.

If you do not provide a minimum of 24 hours' prior notice, you may lose that session and no refund will be made to you. Any rearranged cancelled sessions will be at a time mutually agreed between you and the Personal Trainer.

## **Refund Policy**

We do not offer a refund for clients who have not seen a measurable return on their investment.

All payment is for our time, energy, skills and labour, and our pricing structure is not dependent on the project's outcome.

## **Change of Mind**

As a small business, we do not offer a refund for change of mind, so we encourage clients to choose carefully. If disagreements arise, we welcome a meeting with our clients to discuss concerns and negotiate a win/win solution.

## **CONSUMER GUARANTEES**

### **Minor Problem**

If there are any issues with digital assets downloaded, please email [info@sperofit.co.uk](mailto:info@sperofit.co.uk) and we'd be happy to resend them.

Sometimes we use third party applications to share files, assets and resources.

We are not responsible for how these third party applications operate and collect data, and encourage clients to please read each respective third party application's terms and conditions and privacy policies.

### **Visitor Information**

This website contains contact forms designed to allow you to contact us easily.

These forms collect your name and email address, and are used when we respond to your enquiry.

These details are stored securely, and are not shared with any third party.

We also have a mailing list that you can join for free tips, advice and guides designed to assist you with your training. When you join this mailing list, we keep your information private. We do not share our subscriber list with any external party, and you can opt-out of communications at any time.

We do not add clients to our mailing list without expressed permission.

## JURISDICTION & DISPUTE RESOLUTION

### **Jurisdiction**

Sperofit is located in St Albans, United Kingdom, and bound by the Consumer Rights Act 2015. We're based in the United Kingdom and are bound by their laws.

### **Negotiation**

If you have any issue or complaint arising out of your use of this website or with our services, we agree to make a genuine effort to resolve the dispute through negotiation and discussion.

### **Mediation**

If we're unable to come to a win/win solution, each party has the right to proceed to mediation with the assistance of an accredited mediator who is independent of each respective party. We agree to share the costs of mediation equally between us.

### **Litigation**

If we still can't come to an agreement with a mediator, litigation can be considered as a very final resort.