



DTA Wellbeing Portal Terms & Conditions

1. Introduction

- 1.1 Welcome to the Don't Tone Alone CIC (DTA) Wellbeing Portal and DTA Services.
- 1.2 Our full company name is Don't Tone Alone CIC (referred to in these terms as DTA, we, us or our). Our registered company number is 07213388. Our website is www.donttonealone.co.uk.
- 1.3 These terms and conditions (Terms), together with the other documents referred to in clause 1.7 below, govern the basis on which we provide access to our DTA Wellbeing Portal and fitness services (Services) and any wider training services that may result from these Services. Please read these Terms carefully before you start using our Services.
- 1.4 If you use our Services you agree to be bound by these Terms. These Terms form a legally binding contract between you and us, and govern your use of the Services. If you do anything in breach of these Terms we may terminate your account and right to receive our Services.
- 1.5 We may change these Terms from time to time. If a revision is material we shall, at our discretion, notify you. If you continue to use our Services after any revisions take effect then you will be taken to have agreed to the revised Terms. These Terms were last updated on 20th July 2021.
- 1.6 We may change the features of our Services from time to time. We do not guarantee that any particular Services will be made available.
- 1.7 In addition to these Terms, the following additional terms also apply to your use of our Services:
- (a) our Privacy Policy; and
 - (b) any other notices or rules displayed in the facilities DTA uses or which we notify you of from time to time.

2. Registering an Account

- 2.1 To register an account and use our Services you must:
- (a) Be an individual;
 - (b) Be 16 years old or older or, in an exception only if you have your parent or guardian's written consent, be aged between 11-15 and are supervised by an appropriate adult at all times.
 - (c) Confirm that you have no health problems which may affect your participation in using any of our Services. In the case of any doubt the member shall seek advice from a Medical Doctor who should confirm their ability to exercise.
- 2.2 You must sign up directly with us (via our Website) in order to use our Services. When signing up, you must provide:
- (a) your full name;
 - (b) a valid and subsisting email address;

- (c) a password for accessing your account on the Website;
- (d) your address;
- (e) your gender;
- (f) details of your bank account, debit/credit card or other payment method you wish to use to purchase online workouts with (which is shared directly with Stripe our payment provider); and
- (g) any other information reasonably requested by us as part of the sign up process.

2.3 You warrant that all information you provide to us when registering an account is true and accurate to the best of your knowledge and belief. You must ensure the information in your account is updated regularly with any relevant changes.

2.4 We reserve the right in our absolute discretion to refuse to register any given prospective user.

2.5 Liability - Each member shall be liable for any property damage and/or personal injury by the Member when accessing our Services. It shall be the obligation of the Member to pay for any costs involved upon the presentation of a statement thereof.

DTA Wellbeing Portal

3. Purchasing and Using Subscriptions

3.1 You may be provided with promotions to upgrade your subscription & monthly payment, after which payment will be taken monthly at that price, depending on the subscription you have selected. This will be taken unless you cancel your subscription before the next monthly payment.

3.2 All of the Services we offer are on the DTA website.

3.3 You can purchase subscriptions from our Website. Details of our latest prices can be found on our Website. We reserve the right to change our prices for subscriptions from time to time at our discretion.

3.4 Subject to clause 10.1 which outlines your consumer rights, all charges for the purchase of subscriptions are non-refundable.

3.5 You may not transfer subscriptions to another user. Subscriptions activate immediately from purchase.

3.6 Payment for all orders processed on the Website must be made by credit or debit card, on the checkout page using PayPal or our payment provider Stripe, which accepts payment from most major credit and debit cards. You should be aware that online payment transactions are subject to validation checks by your card issuer, and we are not responsible if your card issuer declines to authorise payment for any reason. Please note, it is possible that your card issuer may charge you an online handling fee or processing fee. We are not responsible for this.

3.7 Promotional codes sometimes apply to certain types of subscription only, unless stated otherwise and confirmed in writing.

3.7 When subscribing, you are automatically added to our mailing list, which you can unsubscribe from after receiving your first e-mail.

4. Monthly, Quarterly and Annual Subscriptions

4.1 You will be billed every cycle for your DTA Wellbeing Portal subscription unless you chose to cancel on your Account page.

4.2 Subscriptions give you unlimited access to all online workouts.

4.3 Subscriptions cannot be frozen.

4.4 All subscriptions automatically renew.

4.5 Monthly subscriptions have a 30-day cycle and validity, renewing every 30 days.

5. Cancelling a Subscription & Closing your Account

5.1 You may cancel your subscription through the Account page of our website at any time. Please note that all purchases of subscriptions are non-refundable.

5.2 If you wish to close your account you may do so on the Website or by contacting us at any time.

5.3 We may close your account if we believe that you breach any of our Terms.

5.4 Once your account has been cancelled, you will retain access to all paid features throughout the remainder of the term you purchased.

6. Your Health and Wellbeing

6.1 You must, at the time of registering and whenever using our facilities and Services, be in good health and have no disability, impairment, injury, disease or ailment preventing you from engaging in active or passive exercise or which would cause increased risk of injury or adverse health consequences as a result of use of our facilities or Services.

6.2 You acknowledge that Classes involve intense physical exercise and you accept that it is your sole responsibility to ensure that you are able to participate in a Session. If you have any injury that may prevent full participation you should discuss this with the instructor before the Session begins. Any advice from our instructors does not constitute medical advice, and we strongly recommend that you consult a qualified healthcare professional prior to commencing a Session if you have any concerns about your health or wellbeing.

6.3 You are required to follow the instructions of instructors at all times during a Session. You may not train or coach other users of our Services or offer to do so.

6.4 MEDICAL DISCLAIMER:

1. As part of our Services, you will have access to health, fitness and wellbeing information and will be able to participate in live or online on demand classes, activities and any other products and/or services which are provided by DTA trainers via the DTA Wellbeing Portal. You acknowledge that such information and Services are designed for educational and training purposes only and you should not rely on this information as a substitute for, nor does it replace, professional medical advice or treatment. The use of any information provided on our Services is solely at your own risk.

2. You acknowledge that some of the exercise-focussed Services may be physically demanding, and you understand that it is your responsibility to exercise personal judgement and/or consult with your doctor prior to participating in the Services, to ensure that you are fit and well enough to take part, and that your participation in these Services will not pose any unusual or serious risks to your health and well-being. By accessing our Services and taking part in any of the exercise-focussed Services you warrant and represent that you are fit and healthy to take part in them.

3. You hereby waive, release, covenant not to claim, and discharge us from any and all claims arising out of your participation in any of the Services.

7. Your Use of DTA Wellbeing Platform

7.1 You must comply with the laws that apply to you in the location that you access our Services from. If any laws applicable to you restrict or prohibit you from using our Services, you must comply with those legal restrictions or, if applicable, stop accessing and/or using our Services.

7.2 You warrant that all the information you provide to us on accessing and/or using our Services is and shall remain true, correct, and accurate at all times. You understand and agree that all content that you may upload, communicate or otherwise make available via our Services is your sole responsibility.

7.3 You agree that when you create an account with us, you shall take all steps necessary to protect your login details and keep them secret. You agree that you shall not give your login details to anyone else or allow anyone else to use your login details or account. If you do not keep your login details secret, or if you share your account or details with someone else, you accept full responsibility for the

consequences of this (including any unauthorised purchases). If you share your account details with someone else, DTA has the right to deactivate and close your account with all of its benefits.

7.4 You agree that you will comply with any applicable third-party terms of agreement when using the Services.

7.5 You agree that your use of the DTA Wellbeing Portal Services will be reasonable and you will not abuse the DTA Wellbeing Portal Services.

THE DTA Wellbeing Portal – EXERCISE CLASSES

8. Purchasing and Using Memberships/Packages

8.1 All of the Exercise Classes we offer are the duration advertised on the website/ DTA Wellbeing Portal/ schedule.

8.2. You can purchase individual training from our Website, via our DTA Wellbeing Portal, or directly with DTA trainers. Details of our latest prices can be found on our Website. We reserve the right to change our prices from time to time at our discretion.

8.3 Subject to clause 10.1 which outlines your consumer rights, all charges for the purchase of memberships are non-refundable.

8.4 All Memberships are charged and activated immediately as they are purchased, meaning they commence from that date and continue until actively cancelled or suspended. Memberships have a 1-month minimum period and can then be cancelled with 30-days, notice following this. You may not transfer memberships to another user.

8.5 Payment for all orders processed on the Website must be made by PayPal or credit or debit card, on the checkout page using PayPal or our payment provider Stripe, which accepts payment from most major credit and debit cards. You should be aware that online payment transactions are subject to validation checks by your card issuer, and we are not responsible if your card issuer declines to authorise payment for any reason. Please note, it is possible that your card issuer may charge you an online handling fee or processing fee. We are not responsible for this.

8.6 Promotional codes sometimes apply to certain types of memberships/packages only, unless stated otherwise and confirmed in writing. This includes email.

8.7 When subscribing, you are automatically added to our mailing list, which you can unsubscribe from after receiving your first e-mail.

9. Memberships and Subscriptions

9.1 You will be billed every cycle for your DTA Wellbeing Portal membership unless you chose to cancel on your Account page. Terms and Conditions apply. See 8.4.

9.2 You will be automatically billed unless you cancel your membership.

9.3 All memberships automatically renew.

10. Cancelling a Membership & Closing your Account

10.1 All memberships require a 30-day notice period. You may cancel your membership through emailing info@donttonealone.co.uk.

10.2 If you wish to close your account you may do by contacting us at any time between 9am and 5pm, Monday to Friday (not including bank holidays).

10.3 We may close your account if we believe that you breach any of our Terms.

10.4 Once your account has been cancelled, you will retain access to all paid features throughout the remainder of the term you purchased.

11. Health and Wellbeing

11.1 You must, at the time of registering and whenever using our Services, be in good health and have no disability, impairment, injury, disease or ailment preventing you from engaging in active or passive exercise or which would cause increased risk of injury or adverse health consequences as a result of use of our facilities or Services.

11.2 You acknowledge that our Services can involve a range of intensity with respect to physical exercise, and you accept that it is your sole responsibility to ensure that you are able to participate in such Services. If you have any injury that may prevent full participation you should discuss this with one of DTA's trainers before the Session begins. Any advice from our instructors does not constitute medical advice, and we strongly recommend that you consult a qualified healthcare professional prior to commencing a Session if you have any concerns about your health or wellbeing.

11.3 You are required to follow the instructions of instructors at all times during a Session. You may not train or coach other users of our Services.

MEDICAL DISCLAIMER

As part of our Services, you will have access to health, fitness and wellbeing information and will be able to participate in live or online on demand classes, activities and any other products and/or services which are provided by DTA trainers via the DTA Wellbeing Portal. You acknowledge that such information and exercise-focussed Services are designed for educational and training purposes only, and you should not rely on this information as a substitute for, nor does it replace, professional medical advice or treatment. The use of any information provided on our Services is solely at your own risk. You also understand that any information provided by third parties does not come from DTA and we take no responsibility for such content.

You acknowledge that some exercise Services can be performed at a range of intensities and you understand that it is your responsibility to use your own personal judgement and/or consult with your doctor prior to participating in these Services to ensure that you are fit and well enough to take part, and that your participation in the our Services will not pose any unusual or serious risks to your health and well-being. By accessing our Services and taking part in any of the exercises provided you warrant and represent that you are fit and healthy to take part to do so.

You hereby waive, release, covenant not to claim, and discharge us from any and all claims arising out of your participation in any of our Services.

You agree that you will not:

1. Impersonate any other person, conduct yourself in an offensive or abusive manner, or use our Services for any unlawful purposes
2. Use the Services for any commercial or business purpose or the benefit of any third party;
3. Sell, transfer or try to sell or transfer an account with us or any part of an account;
4. Contravene any regulations or requirements of any network connected to our Services;
5. Disrupt or interfere with our Services or networks or servers that provide our Service;
6. Use virtual private networks, false email addresses or any other means to mask your identity;
7. Attempt to access the accounts of other users or upload, share or submit content containing any spy ware, adware, viruses, corrupt files, worm programmes or other malicious code designed to interrupt, damage or limit the functionality of or disrupt any software, hardware, telecommunications, networks, servers or other equipment, Trojan horse or any other material designed to damage, interfere with, wrongly intercept or expropriate any data or personal information;
8. Disable or modify any copy protection technology used on our Services;

9. Alter or modify, translate, adapt, merge, make derivative works of, decompile, disassemble, reverse compile, reverse engineer or otherwise attempt to derive the source code for any part of the Site or any of the Services;
10. Collect, harvest or 'scrape' any data from any web pages contained in our Site;
11. Upload, share or submit content that is or may be interpreted as obscene, indecent, pornographic, sexually explicit, libellous, maliciously false, inaccurate, misleading, depicting violence (in a explicit, graphic or gratuitous manner) offensive, deceptive, threatening, abusive, harassing, menacing, hateful, discriminatory or cause annoyance, inconvenience or needless anxiety to any person or be in breach of hate speech or discrimination legislation;
12. Upload, share or submit any content that infringes any proprietary rights of any third party including any patent, copyright, moral right, database right, trademark right, design right, trade secret rights in passing off, rights of privacy, publicity, confidence, or under data protection legislation or other intellectual property law;
13. Do or omit to do anything which would bring us, the Services, our suppliers or other users into disrepute or in any way damage our or their reputation;
14. Interfere with another user's use and enjoyment of the Site or the Services; or use our Services in any other way not permitted by these Terms.

We may suspend, restrict, or terminate your account and your access to our Services with or without notice if we believe that you have breached these Terms. This does not limit our right to take any other actions against you that we consider appropriate to protect our rights.

12. Limitation of Liability

12.1 Nothing in these Terms limits or excludes our liability for: (i) death or personal injury by our negligence; (ii) fraudulent misrepresentation; or (iii) any other liability that cannot be excluded by law.

12.2 To the extent permitted by law, we exclude all conditions, warranties, representations, or other terms which may apply to our Services or any content on it, whether expressed or implied.

12.3 We will not be liable to you for any lack of performance, or the unavailability or failure of any of our Services, or for any failure by us to comply with these Terms, where such lack, unavailability or failure arises from any cause reasonably beyond our control.

12.4 Any liability we do have for losses you suffer is strictly limited to the purchase price of the relevant subscription and the losses that were foreseeable, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is only foreseeable where they could be contemplated by you and us at the time of you agreeing to these Terms.

12.5 We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of our Services or to your downloading of any content from it, or on any website linked to it.

12.6 We will not be liable for any damage that may be caused to any device on which you access or use our Services that is caused in any way by our Services, unless that damage is directly caused by our failure to exercise reasonable skill and care in the provision of the Services.

12.7 We assume no responsibility for the content of websites linked on our Site or on our Services. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

12.8 You are responsible for the internet connection and/or mobile charges that you may incur for accessing and/or using our Services. If you are unsure what these charges will be, you should ask your mobile operator or internet service provider before you access and/or use our Services.

12.9 There may be times when our Services or any part of it is not available for maintenance or technical related reasons, whether on a scheduled or unscheduled basis.

13. Data Protection and Privacy

13.1 We are committed to protecting your privacy. Use of your personal information is governed by our Privacy and Cookies Policy, which is incorporated into these Terms.

14. Our Liability

14.1 Nothing in these Terms shall exclude or limit our liability to you:

1. For death or personal injury caused by our negligence;
2. For fraudulent misrepresentation; or
3. For any other liability that may not, under English law, be excluded or limited.

14.2 You acknowledge that by using our Services you have voluntarily chosen to participate in strenuous physical exercise. You accept that there are inherent risks and dangers in performing exercises of the nature that we offer as part of our Services, and that some of these risks cannot be eliminated regardless of the reasonable care taken to avoid injuries. We strongly recommend that you consult your doctor prior to commencing any Session.

14.3 Subject to clause 13.1, we shall not be liable to you (whether such liability arises as a result of breach of contract, negligence, misrepresentation or for any other reason) for any loss or damage which arises as a result of:

1. A third party unconnected with our Services under these terms;
2. Any circumstance for which you are at fault; or
3. Any circumstance which we cannot reasonably be expected to control.

14.4 You are solely responsible for protecting your account login details and password and we will not be held liable for any loss or damage that may result from your failure to do so.

14.5 Subject to clauses 13.1, we shall not be liable to you (whether such liability arises as a result of breach of contract, negligence, misrepresentation or for any other reason) for any business losses and any liability we do have for losses you suffer is strictly limited to losses which were reasonably foreseeable.

15. Cancellation or classes / no shows / late entry

15.1 Any Exercise Services DTA Provides are subject to a 12-hour cancellation policy. When: you purchase additional Services to your Membership you will be bound by the following cancellation notice policy:

- If cancelled 12 hours before the scheduled class start time the associated credit will be returned to the account
- If cancelled less than 12 hours prior to the class start time the credit will not be returned

15.2 No Shows

15.2.1 Any member who does not show up for paid-for exercise sessions will have their credit taken from their account. If a member persistently fails to attend booked sessions, they will be considered in breach of their membership and may have their membership terminated.

15.2.2 Any clients with active memberships are entitled to 1 late cancellation per month cycle, any additional late cancellations or no shows outside the 12-hour cancellation policy will incur a fine equivalent to a rate of £55/ hour.

16. General

16.1 You may not sub-license or assign any of the rights or obligations under these Terms.

16.2 We may sub-contract the performance of any of our obligations to you. We may assign any of our rights or obligations to you to someone else, provided that we notify you that we have done so.

16.3 These Terms and any other terms expressly referred to in them represent the entire agreement between you and us in relation to their subject matter.

16.4 We may give notice to you at either the email or postal address you provide to us when placing an order.

16.5 If we fail to enforce, or delay in enforcing, any of our rights under these Terms, that does not result in a waiver of the rights concerned.

16.6 If any provision of these Terms or any other terms incorporated by reference is found to be unenforceable, it shall not affect the enforceability of any other provisions they contain.

16.7 No terms are enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to the agreement between us.

16.8 These Terms are governed by English law. We both agree to submit to the non-exclusive jurisdiction of the English court, provided that if you live in a part of the United Kingdom other than England, the applicable law of that part of the United Kingdom will govern and any dispute will only be dealt with by the courts there.

17. Contacting Us

17.1 Please submit any questions you have about these Terms or any problems concerning our Services and their use to us by email at info@donttonealone.co.uk.