



Terms & Conditions

All participants must be aware of the Innovations Fitness Terms & Conditions and accept the risks associated with these activities. Personal Accident and Cancellation Insurance is highly recommended.

Our full Terms and Conditions

Innovations Fitness known from here on as IF accepts bookings subject to the following conditions:

1. Interpretation

1.1 In this document wherever the context so admits the following expression shall have the following meanings respectively:-

'Deposit' shall mean 30% of the finalised agreed price.

'Head office' means 41 Third Ave, Denvilles, Havant, Hampshire, PO9 2QR

'IF' means Innovations Fitness.

'Client' is the person or persons listed on the booking form(s).

'Major change' means changing the dates location booked or majority of course content over 80%.

'Force Majeure' means any situation or event beyond the control of IF. This could be an Act of God, war, terrorist activity, civil strike, riot, industrial disaster, breach of contract by IF suppliers, fire, adverse weather or road conditions, bureaucratic obstacles, changes in schedules or modes of transport by ferry companies, airlines and bus or train operators. 'Course Director' means the member of staff responsible for the delivery of the agreed activity and/or service.

1.2 Where the expression "Clients" includes two or more persons, the obligations expressed or implied relate directly to the individual.

1.3 Any reference to a statute shall include any statutory extension or modification or re-enactment of such statute and any other instrument plan regulation permission or direction made or issued there-under or delivering validity there-from.

1.4 Wording importing the singular meaning shall include the plural meaning and vice versa. All wording within the booking conditions is generalised to the Client referring to the masculine, feminine and neuter genders.

1.5 The clause and paragraph headings are for convenience only and shall not affect the construction of this document.

1.6 The expressions used in the particulars shall have the same meanings when used hereafter in these booking conditions.

2. Acceptance

2.1 A contract for the activity and / or service is made between IF and the Client on the issue of written confirmation of booking by IF.

2.2 The Contract is subject to these booking conditions which the Client has been deemed to have read and fully understood. These booking conditions can only be varied by written agreement between IF and the Client.

2.3 No verbal representations made by IF shall be relied upon by the Client.

3. Booking

3.1 To place a booking IF requires a completed Booking form and/or individual information form with deposit fee. Clients booking by telephone, e-mail or facsimile will have been deemed to read the booking conditions and to have signed the declaration on the Booking Form. A booking is accepted and becomes binding only from the date when IF has confirmed acceptance in writing by means of a 'confirmation of booking e-mail or letter'. IF reserves the right to decline any booking at their discretion. Email and telephone bookings are treated as provisional and are only confirmed once the funds have cleared in to the IF bank account.

3.2 The balance of the fee is payable six weeks before commencement of the course unless agreed otherwise on confirmation of booking. In the event that the balance is not paid IF will have the discretion to treat the booking as cancelled by the client and re-sell the course place.

3.3 The whole course fee is required to secure a place for any booking made within eight weeks of the commencement of the course.

4. Price

4.1 The price at time of booking covers the cost of the planning, organising and delivery of the proposed activity and / or service. Once the deposit is cleared, the agreed programme will be delivered. If the client wishes to change the programme once the deposit has been paid, additional reasonable costs may be levied by IF at their discretion.

4.2 It is the responsibility of the Client to arrange travel to the site / location for the proposed activity and or service unless otherwise stated. The Client is also responsible for their own personal medical requirements and personal footwear equipment and clothing unless otherwise stated.

5. Course Duration

The Innovations Fitness Boot Camp course is a seven day residential course. To book a place on a boot camp course, you have to arrive on day one of the course at the specified time. Clients who are not able to arrive on day one of the course, cannot attend the course. Clients cannot leave during the course and then return unless agreed by IF in advance.

6. Damage to Property

Clients shall be held responsible to make compensation for any damage they cause to the contents and furnishings of the premises during their stay, except for wear and tear.

7. Cancellation and refunds

Should the Client wish to cancel, cancellation charges will be imposed. These are calculated from the date written notification is received by IF at their Head Office and shall be calculated as a percentage of the total price and shall be based on the following.

7.1 Cancellation Charges

Number of days before arrival date that the written notification of cancellation is received:-

- 4 weeks or less: Total fee is due-no refund.
- Less than 12 weeks: 75% of the full cost will be due to IF
- Less than 18 weeks: 50% of the full cost will be due to IF
- If you cancel or want to reschedule/ transfer 14 days or less in advance for any reason there are no refunds. There are no exceptions
- Participants who don't show up for activities forfeit the full cost.

8. Cancellation by IF

We try never to cancel a confirmed booking but reserve the right to do so. If we cancel a confirmed booking before your activity and or service, IF will offer the Client the choice of a full refund or another available date (with pro-rata refund/price increases as appropriate). In addition unless the cancellation was caused by 'Force Majeure' and having regard to the length of notice Clients receive; we will pay the Client reasonable compensation where appropriate.



9. Alteration by IF

9.1 We make every effort to ensure the accuracy of our literature. However changes can occur despite our best endeavors and we reserve the right to change any price or other particulars before the Client books (in which case we will tell you before your booking becomes binding).

9.2 If there is a 'Major Change' to a confirmed booking we will inform the Client as soon as is reasonably practical and offer the client the choice of accepting the change, receiving a full refund (excluding the initial deposit) or transferring to another available date. If the Client chooses to cancel and the 'Major Change' was caused by anything other than 'Force Majeure' or low bookings we will pay you reasonable compensation if appropriate, having regard to the nature of the change and length of notice you receive.

9.3 If there is any change other than a 'Major Change' we are not obliged to inform you in advance (but we will do so where practicable) nor are we obliged to pay you compensation. If we become unable to provide a major proportion of the services you have booked with IF, we will make every effort to arrange alternative arrangements for you at no extra charge and where appropriate refund the Client prorata for services not received. If the client wishes to make major changes to the agreed programme, additional costs may be added at the company's discretion.

10. Course Content and Weather

The programmes we publish in our literature and on our website and describing the courses are designed to be illustrative in order to best explain the scope and type of activities you will be undertaking. It is very unlikely that any one programme could be or would be followed precisely as it is published. Several factors outside of our control will determine this and dictate what can be accomplished reasonably during your course. The most influential factors will be the weather conditions and the physical fitness of the course participants. Taking these factors into consideration and the aims of the course as described in our literature, the Course Director will construct the best programme possible. The Course Director will review and may alter the programme as the course progresses in response to the changing influence of these factors. Once the course is underway, the Course Director, instructors or leaders may change the activities at any time. This applies to all courses. Circumstances may arise where we are forced to alter dates,

duration or accommodation before a course starts. We will try to inform you of any such changes as soon as we know of them.

Our Course Directors, guides, instructors and leaders will do their utmost to ensure that any problems are solved for the benefit of the course participants as a whole. Signing the Booking Form signifies your acceptance of the Course Director's authority to make decisions affecting the group or individuals. For instance, the Course Director may require an individual or individuals to leave the course; a) if they believe that a person or person's health is at risk b) If a person is not coping or may not cope with the technical, physical or mental demands of the course c) if an illegal act has been or may be committed or conduct is/may become or has been detrimental to the safety, enjoyment or well-being of the group or any individual within the group.

11. Acceptance of authority

11.1 Employees of IF and staff will use their best endeavors to resolve problems to the benefit of the Client as a whole. The Client must refrain from any conduct which may give offence or cause danger or damage to any person or property. If IF or any of its suppliers believe that the Client is in breach of this obligation likely to breach it or is otherwise unfit to partake in the activity, IF or its suppliers may, in their absolute discretion, refuse the booking or have the Client removed from any property or facility. IF will owe the Client no liability in such circumstances and the Client will be solely responsible for any costs incurred.

11.2 The Course Director may require an individual or number of persons to leave the group if they believe that the Client's health and safety are at risk if an illegal act has been committed or the Client has behaved in a way as to endanger safety, enjoyment or the welfare of the group as a whole. In the event of this action, the Client involved shall not be entitled to any refund from IF and will be required to meet all expenses involved in their immediate extraction.

12. Personal Health

12.1 Except as disclosed in writing to IF, the Client confirms that they are in good mental and physical health and are unaware of any reason why they may be particularly unsuited to taking part in the activity and / or service agreed upon or may be likely to suffer illness or injury during the activity and / or service.

12.2 Failure to disclose any information that is required in the Personal and Medical Forms, may result in IF terminating the contract and

withdrawing the Client from the activity and or service on the grounds of incorrect information. The Client will not be entitled to any refund of payments made under this termination contract.

12.3 IF do not recommend alcohol consumption within 24 hours or during an activity and reserve the right to cancel a booking should a client be under the influence of alcohol or drugs.

13. General points

13.1 The Contract is personal to the Client and is not capable of transfer or assignment without prior written consent of IF.

13.2 While it is the intention of IF to perform the obligations under this contract directly, IF may choose to sub-contract elements of its obligations under this contract.

14. Complaints

If there is a problem during the activity and or service period you must report it to, in the first instance the instructor of your activity. If it is still unresolved you must then report it the Director of IF immediately so that prompt and effective efforts can be made to resolve the problem. In the unlikely event that the problem cannot be resolved at this time and you wish to raise a complaint, full written details must be sent to IF within 14 days of the activity and or service finishing. Please include your booking reference number / party details and exact full details of your complaint in your letter; please include your daytime and evening contact telephone numbers. Failure to take these steps will prejudice our ability to resolve your problem and/or investigate it fully therefore any right to compensation you may otherwise have had will be lost or substantially reduced.

15. Conditions of service

As part of the continual review of safety and associated considerations the conditions of booking are subject to change clarification and modification at any time. Only the Course Director or their appointed deputy is empowered to vary or waive any of the Conditions of Booking. Such decisions are totally at the discretion of the Course Director or the appointed deputy.

16. Law and Jurisdiction

This agreement shall be construed in accordance with the laws of England and Wales. The Courts of England and Wales shall have exclusive jurisdiction in relation to any matters arising out of this Agreement.