

## LOUISE PARKER LIMITED - STANDARD TERMS AND CONDITIONS

### 1. DEFINITIONS

- (a) In these conditions, 'We' or 'Us', means Louise Parker Ltd trading as "Louise Parker Personal Training" and / or "Louise Parker", hereafter referred to as "LPL";
- (b) 'The Trainer' refers to the named person(s) providing the personal fitness training services to You;
- (c) 'The Nutrition Advisor' refers to the named person(s) providing the nutritional advice services to You;
- (d) 'You' means the person or entity receiving the Services;
- (e) 'Services' means the form of personal fitness activities (if any) and nutrition advice (if any) provided by Us to You;
- (f) These conditions shall apply to all sales of Services by us and shall prevail over any other terms, conditions contained in or referred to in any correspondence or implied by practice or course of dealings unless such terms are specifically agreed in writing.
- (g) A person who is not a party to a contract has no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of the contract. You may not assign the contract or any part of it without our prior written consent.
- (h) If any provision of the contract is found by any court or other competent body to be wholly or partially, illegal, invalid or unenforceable, it shall to the extent of such illegality, invalidity or unenforceability be deemed severable and the remaining provisions of the contract shall continue in full force and effect.
- (i) The heading above each condition is for reference only and shall not affect or limit the interpretation and effect of these conditions.

### 2. QUOTATIONS

- (a) A quotation by us is an invitation to treat and not an offer. We may withdraw or amend any quotation at any time prior to our acceptance of your order, which will occur when we issue a written acknowledgement or we begin to the Services, whichever is the earlier.
- (b) You acknowledge that you do not rely on any representation made by us or any of the sub-contractors used by us. Any advice given by us is given without liability on our part. You are responsible for the suitability of the services provided to you by us.

### 3. THE SERVICES

This Clause 3 outlines the services to be provided under this agreement.

- (a) On behalf of LPL, The Trainer and / or Nutritional Advisor will provide the Services to You when required at the agreed time and location.
- (b) The Trainer and / or Nutritional Advisor will provide a professional service at all times and provide appropriate information and demonstrations at all times.
- (c) You acknowledge that We give no warranty or representation to You (whether express or implied) in respect of the Services. In particular, whilst every effort is made to provide the Services as outlined in any documentation from LPL to You in respect to time, personnel and location, no warranty or guarantee is given that the Services can be provided in such manner any particular instance.

### 4. PRICE AND TERMS OF PAYMENT

- (a) The fee payable to LPL for the Services is as per the Fees agreed and documented by LPL.
- (b) We will invoice You as agreed prior to commencement of the Services or on the 7<sup>th</sup> of each month following completion of the Services
- (c) Payment terms for all Services are payment upon receipt of invoice.(d) You may not withhold or set off payment of any amount to us.
- (e) If you do not make any payment on the due date then, without prejudice to any other right or remedy available to us, and whether or not any part of your account is subject to query, we may: -
  - (i) Cancel or suspend any further deliver or provision of services to you; and
  - (ii) Charge you interest at the rate of 4% above the base rate from time to time of National Westminster Bank Plc on the unpaid balance, to accrue on a day to day basis from the due date of payment until receipt by us of the full amount whether before or after any judgement; and
  - (iii) Be indemnified by You against all costs and expenses incurred by us in recovering sums due or in exercising our rights pursuant to this Clause 4.

### 5. CANCELLATION POLICY

- (a) Services cancelled by You with less than 24-hours notice shall be chargeable at 100% of the agreed fees.
- (b) Certain Services provided by Us to You include a Completion Date. LPL is under no obligation to either provide any Services which have not been completed by this date or to provide a refund, credit note or similar in respect of the uncompleted Services
- (c) If You wish to terminate the Services provided by Us to You, written notification must be sent to Louise Parker or other named representative of LPL and confirmed to You by Us in writing.
- (d) in the event you cancel your programme with us after receiving your Confirmation Pack and before the agreed end date, a one off fee of £250 plus VAT shall be added to the fees.

### 6. LIABILITY

- (a) You agree to the terms of the liability waiver completed by You at all times during the provision of the Services by Us.
- (b) Save as set out in these terms and conditions and save for liability for death and personal injury caused by our negligence and save for breach of our undertakings as to title implied by statute, all express or implied conditions, representations or warranties as to description, quality or fitness for purpose or otherwise are expressly excluded. We shall not be liable for any consequential loss or for any loss of profits, business revenue, goodwill or anticipated savings, (whether arising from breach of contract, tort, breach of statutory duty, misrepresentation or otherwise).
- (c) Due to factors beyond our control, although we use our expertise to assist you in achieving an outcome, we cannot be responsible for achieving the outcome.
- (d) Without prejudice to 6(b) our liability to you is limited to the cost of the course of treatment of service.
- (e) For the avoidance of doubt, time shall not be of the essence and We shall incur no liability to You in respect of any Services completed to revised timescales
- (f) You will be liable to Us for any direct losses, consequential loss, loss of profits, business revenue, goodwill or anticipated savings howsoever caused including your failure to comply with Clause 7 (seven).

### 7. YOUR OBLIGATIONS

To enable the Us to perform our obligations you will:

- (i) Co-operate with Us at all times and comply with any reasonable requirements/advice by Us; (iii) You understand that our treatment and advice is based not only on our assessment of your health but on information provided by you. You confirm that the You will provide Us with all relevant information regarding your health and medical history throughout the Services and that such information is wholly complete, accurate and a true representation of your overall health and medical history.
- (iv) Obtain all necessary permissions and consents, which may be required before the commencement of the Services, the cost of which shall be Your responsibility;
- (v) Ensure that the locations where the Services shall be performed are safe, clean and hygienic at all times; and
- (vi) Comply with such other requirements as may be set out in the Proposal or otherwise agreed between the parties.

### 8. OUR OBLIGATIONS

- (a) We shall perform the Services with reasonable skill and care and to a reasonable standard in accordance with recognised standards and codes of practice.
- (b) We comply with the requirements of the Data Protection Act 1990 and the principles in relation to data protection.

### 9. GENERAL

- (a) Prior to each session you will assess your general health and well being, and ensure that you are in a fit and proper state to undertake physical activities. We make any appointment relying on that representation. If, in our judgement, we assess that you are not in a fit and proper state to undertake such exercise then the specified session shall be deemed to be cancelled by You at that point.
- (b) All intellectual property in any materials or programs given by us to you shall at all times remain property of LPL.
- (c) You agree that all Services shall be provided to you by us and that you shall not directly engage our Trainers for these services without our prior consent during and for a period of 12 months upon completion of the Services.
- (d) If you make any offer on your own behalf or assist a connected third party to make an offer of employment, payment, sponsorship or any other inducement to the Trainer either during and for a period of 12 months upon completion of the Services, that results in a reduction in the Trainer's ability to provide the Services to Louise Parker Ltd, you agree to pay Louise Parker Limited a single payment of £10,000 in liquidated damages. in accordance with this Agreement in respect of the lost of income for Louise Parker Limited.
- 9e) If clause9 (d) is likely to represent other than a genuine pre estimate of losses, an actual assessment of gross loss of profit shall be substituted. above likely that or at our discretion our reasonable estimate of a year's loss of profit
- (e) You may not without our prior written consent assign or transfer the Contract or any part of it to any other person.
- (f) Each party shall treat all Confidential Information belonging to the other party as confidential and safeguard it accordingly; and shall not disclose any Confidential Information belonging to the other party to any other person without the prior written consent of the other party, except to such persons and to such extent as may be necessary for the performance of the Agreement.
- (f) These terms and conditions shall be governed and interpreted in accordance with English law, and you consent to the non-exclusive jurisdiction of the English courts.