

TERMS AND CONDITIONS

Introduction

These terms and conditions govern your use of this website; by using this website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website.

This website uses cookies. By using this website and agreeing to these terms and conditions, you consent to Be More Active¹'s use of cookies in accordance with the terms of Be More Active's Privacy Statement / Cookies policy.

License to use website

Unless otherwise stated, Be More Active and/or its licensors own the intellectual property rights in the website and material on the website. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- republish material from this website (including republication on another website);
- sell, rent or sub-license material from the website;
- show any material from the website in public;
- reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;
- edit or otherwise modify any material on the website; or
- redistribute material from this website except for content specifically and expressly made available for redistribution.

Where content is specifically made available for redistribution, it may only be redistributed within your organisation with the written consent of Be More Active.

Acceptable use

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

¹ Be More Active is the fitness division of the registered company Fit for Purpose BVBA

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without Be More Active's express written consent.

You must not use this website to transmit or send unsolicited commercial communications.

You must not use this website for any purposes related to marketing without Be More Active's express written consent.

Restricted access

Access to certain areas of this website is restricted. Be More Active reserves the right to restrict access to areas of this website, or indeed this entire website, at their discretion.

If Be More Active provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential.

Be More Active may disable your user ID and password in Be More Active's sole discretion without notice or explanation.

User content

In these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose.

You grant to Be More Active a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to Be More Active the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or Be More Active or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

Be More Active reserves the right to edit or remove any material submitted to this website, or stored on Be More Active's servers, or hosted or published upon this website.

Notwithstanding Be More Active's rights under these terms and conditions in relation to user content, Be More Active does not undertake to monitor the submission of such content to, or the publication of such content on, this website.

No warranties

This website is provided “as is” without any representations or warranties, express or implied. Be More Active makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, Be More Active does not warrant that:

- this website will be constantly available, or available at all; or
- the information on this website is complete, true, accurate or non-misleading.

Nothing on this website constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to any legal, financial or medical matter you should consult an appropriate professional.

Limitations of liability

Be More Active will not be liable to you (whether under the law of contact, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- to the extent that the website is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if Be More Active has been expressly advised of the potential loss.

Exceptions

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit Be More Active liability in respect of any:

- death or personal injury caused by Be More Active’s negligence;
- fraud or fraudulent misrepresentation on the part of Be More Active or
- matter which it would be illegal or unlawful for Be More Active to exclude or limit, or to attempt or purport to exclude or limit, its liability.

Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

Other parties

You accept that, as a limited liability entity, Be More Active has an interest in limiting the personal liability of its officers or employees. You agree that you will not bring any claim personally against Be More Active's officers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect Be More Active's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as Be More Active.

Unenforceable provisions

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

Indemnity

You hereby indemnify Be More Active and undertake to keep Be More Active indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by Be More Active to a third party in settlement of a claim or dispute on the advice of Be More Active's legal advisers) incurred or suffered by Be More Active arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

Breaches of these terms and conditions

Without prejudice to Be More Active's other rights under these terms and conditions, if you breach these terms and conditions in any way, Be More Active may take such action as Be More Active deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

Variation

Be More Active may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

Assignment

Be More Active may transfer, sub-contract or otherwise deal with Be More Active's rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Entire agreement

These terms and conditions, together with the privacy policy and the cookies policy, constitute the entire agreement between you and Be More Active in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with BELGIAN LAW and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of BELGIUM.

Registrations and authorisations

Be More Active is the fitness division of the registered company Fit for Purpose BVBA. Fit for Purpose BVBA is registered in BELGIUM with **Kruispuntbank van Ondernemingen**. You can find the online version of the register at:

<https://economie.fgov.be/nl/themas/ondernemingen/kruispuntbank-van/diensten-voor-iedereen/kruispuntbank-van-0>

Fit for Purpose BVBA's registration number is 0508 718 082. Fit for Purpose BVBA's TAX number is BE 0508 718 082.

Fit for Purpose BVBA's registered address is SMEYSBERG 48, HULDENBERG, 3040 BELGIUM.

You can contact Fit for Purpose BVBA or Be More Active by email to: ken.gilbert@bemoreactive.be

Responsibility of your trainer

The Trainer will use their skills and knowledge to design a safe programme of exercise that will take into account your lifestyle, personal goals, fitness levels and medical history.

The Trainer will provide the coaching, supervision, advice and support that you will need to achieve your goals.

You understand that the results of any fitness programme cannot be guaranteed.

Your progress depends on your effort and co-operation in and outside of the sessions. In particular, you acknowledge that individual results may vary and no particular result is guaranteed by your Trainer.

All Client information will be kept strictly private and confidential.

Client's responsibility

You understand and agree that it is your responsibility to inform the Trainer of any conditions or changes to your health, now and ongoing, which might affect your ability to exercise safely and with minimal risk of injury.

If your Trainer requires further medical information from a practitioner, you must provide such details. It is your responsibility to inform the trainer of any current or on-going conditions or changes to your health which might affect your ability to exercise safely and with minimal risk of injury.

You understand that there are inherent risks in participating in a programme of strenuous exercise. If you sustain or claim to sustain any injury while participating in training, you acknowledge that the Trainer is not responsible, except where the injury was caused by his/her gross negligence or intentional act.

Your trainer cannot be held liable. The trainer does not accept any liability whatsoever for any indirect loss, consequential loss, loss of data, loss of income or profit, loss of damage to property and/or loss from claims of third parties arising out of the use of the bemoreactive.eu website or services purchased from the trainer and/or the company.

The trainer is not liable if you ignore his/her recommendation, at any time, to seek medical advice.

Cancellation and Refunds

24-hour's notice of cancellation or postponement is required for all appointments. Notice of less than 24 hours will incur full payment of the full Session fee.

Once purchased, your Sessions are non-refundable (or exchangeable) and non-transferable. Similarly, any products purchased from Be More Active are not subject to refunds, exchange or transfer.

Long Term Absences - Injury, Illness, Pregnancy & Other

Long term absence will be dealt with fairly and on an individual basis. Sessions can be retained until the time when you are well enough to train again. If you are unable to return to the original or amended version of the training programme after an agreed period of time the sessions may be transferred to another suitable person or refunded.

Health and Safety

Your Trainer has completed and holds a current certificate for emergency first aid at work approved by the Health and Safety Executive.

Your Trainer has a 'Club Life' (Verenigingsleven) insurance cover for physical accidents.

If your Trainer conducts the Sessions on your premises you are responsible for providing a safe exercise environment.

General

The Trainer has the right to change these Terms and Conditions, for example, to be able to offer new services or as required by law. The Trainer will notify you of any change. When such a change(s) is made, if dissatisfied you can cancel this agreement once you have made any payments already due to the Trainer.

You are responsible for keeping all your contact information and marketing preferences up to date with the Trainer. In order to comply with the Data Protection Act 1998, the Trainer will only do what you ask him/her to do, or what you have given him/her permission to do with any personal or sensitive information held about you.

Your training may be filmed or pictures taken for marketing purposes. Your participation in a Session means you consent to photography, filming and sound recording which may include you as a Client and its use in commercial distribution without payment or copyright.