

# MOVEMENTUM

## TERMS AND CONDITIONS

billy@movementum.co.uk | www.movementum.co.uk

*The small - but important - print!*  
*When you book one of our Workshops, you'll need to agree to a few important terms and conditions.*  
*Please make sure you read this before finalising bookings and/or payments!*



### ACCEPTANCE OF TERMS AND CONDITIONS

Acceptance of Terms and Conditions is a condition of entry. By completing the requisite form, you are agreeing to the terms and conditions set out in this document and they will be incorporated into the contract between us ("Contract"). Acceptance is deemed when you accept these Terms and Conditions and the Contract is formed when you pay for the services.

### MONEY BACK GUARANTEE AND REFUNDS POLICY

All digital products and services purchased on Movementum, come with a no questions asked minimum 30 day money back guarantee. Please email billy@movementum.co.uk with an emailed titled Submit Refund Request. Refunds are typically processed within 48 hours or sooner. If you have any questions or concerns, you can contact us at the same address.

### LATE ARRIVAL IN-PERSON SESSION POLICY

We request that you arrive 10 minutes prior to your first session to allow time to fill out any required paperwork and 5 minutes prior to all other sessions. We understand that issues can arise that may cause you to be late for your sessions. However, we ask that you contact us if this ever occurs so we can do our best to accommodate you. As we run on a tight schedule, clients who arrive late to their appointment may receive a shorter treatment in the effort not to inconvenience other booked clients.

### CANCELLATION POLICY AND MISSED APPOINTMENTS

We want to make our policy as clear as possible as it can be upsetting when people miss or need to change an appointment, often because of genuine and stressful reasons. It is our policy that clients are responsible for all appointments that they have scheduled. Clients who choose not to attend, or those who call to cancel their appointments at the last minute are still responsible for these appointment times.

Therefore the following policy will apply:

- We require a minimum of 24 hours' notice for cancellation of a session via email, phone call or text message.
- For missed appointments, or any appointment changed, altered, moved or cancelled for any reason with less than 24 hours' notice you will incur the full appointment fee.
- Short notice cancellations (less than 24 hours) will be counted as one of your sessions.

### LATE-COMERS

If you arrive late for your appointment your treatment time will be shortened accordingly and, depending on how late you arrive, it may not be possible to perform any treatment. The session will not extend beyond the scheduled time.

### SESSION BOOKING

If a date cannot be agreed at the end of an in-person session it is up to you, the client, to ensure you book all of your sessions. Movementum will not be held responsible for ensuring all packages and sessions are used and are unable to remind you to book appointments outside of session hours.

### TERMINATION OF AGREEMENTS AND REFUNDS POLICY

No refunds shall be offered, where a Service is deemed to have begun and is, for all intents and purposes, underway. All sessions, workshops and events are final sale. Refunds not permitted. Missed appointments will result in the earliest available reschedule date.

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### NO-SHOWS

If you fail to provide notice of a cancellation and do not show up for an appointment this is counted as a short notice cancellation and will be counted as one of your sessions.

### PAYMENT

Cash, all major Credit and Debit Cards or BACS Transfer are all acceptable methods of payment. All goods remain the property of the Company until paid for in full. Monies that remains outstanding by the due date will incur late payment interest - where payment is not completed in full within 7 days, we reserve the right to charge a C45 administrative fee. We will then charge another C45 every 30 days the balance remains unpaid and reserve the right to charge interest at the rate of 8% per annum above the prevailing Bank of England's base rate on the outstanding balance until such time as the balance is paid in full and final settlement. We reserve the right to seek recovery of any monies remaining unpaid sixty days from the date of invoice via collection Agencies and/or through the Small Claims Court in the event that the outstanding balance does not exceed C3000. In such circumstances, you shall be liable for any and all additional administrative and/or court costs. Consequently, all bookings and/or transactions and agreements entered into will cease with immediate effect until such time as any and all outstanding monies are recovered in full.

### LIMITATIONS OF LIABILITY

Whilst every reasonable precaution is taken by us to ensure security and safety, we shall not in any way be liable for any loss or damage suffered by you whatsoever in relation to the session, save that nothing in these Terms shall be deemed to limit the liability of any person for death or personal injury caused by negligence. You agree that this session requires physical exertion that may be strenuous and may cause physical injury, and that you're fully aware of the risks and hazards involved. You verify, and warrant that you're physically fit and that you have no medical condition that would prevent your full participation in this Workshop. You knowingly, voluntarily and expressly waive any claim you may have against by the organisers of the session or Movementum, for injury or damages that you may sustain as a result of participating in a Movementum session.

### GOVERNING LAW

Regardless of the location of the Participant or their organisation, this Agreement will be exclusively governed by, and construed under, the laws of England and Wales. In the event of any dispute, the parties submit to the exclusive jurisdiction of the English courts.

### PRIVACY

We do not share any of your information with any third parties or profit from your personal information and data. Our Privacy Policy can be found at the bottom of each page on our website.

### DATA PROTECTION

Movementum will not sell, share, rent or otherwise distribute any personal information to third parties.

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### WEBSITE TERMS AND CONDITIONS

This website is operated by Movementum.co.uk

Please read these Terms of Service carefully before using the website. By accessing or using any part of the website, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you must stop using the website immediately.

If you are under 18 years old, you must ask your parent or guardian to read and accept these terms on your behalf.

We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes, so please check back often.

You may only view, print out and use the website for your own personal, lawful, non-commercial use, provided that you do not:

- remove any copyright or other proprietary notices contained on the website;
- use the website in any manner that may infringe any of our rights or the rights of a third party; or
- reproduce, modify, display, perform, publish, distribute, disseminate, broadcast, frame, communicate to the public or circulate to any third party or exploit the website in any way, including for any commercial purpose, without our prior written consent.

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk. You acknowledge that the website is provided "as is" and on an "as available" basis, and (to the extent permitted by law), is provided without any guarantee, conditions or warranties.

If, at our request, you submit any content (for example contest entries, creative ideas or comments (together 'Content')), you agree that we (and other users of the website) may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any Content. We may, but have no obligation to, monitor, edit or remove Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that Content you submit will not violate any right of any third-party, including intellectual property rights, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain defamatory or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the website or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments.

We are not liable for any Content posted by other users and which is available on the website. In the event that you believe such content infringes any rights, or is illegal, then you should let us know so that we may investigate.

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### WEBSITE TERMS AND CONDITIONS

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (c) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (d) to submit false or misleading information; (e) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the website, other websites, or the Internet; (f) to collect or track the personal information of others; (g) to spam, phish, pharm, pretext, spider, crawl, or scrape; (h) for any obscene or immoral purpose; or (i) to interfere with or circumvent the security features of the website, other websites, or the Internet. We reserve the right to terminate your use of the website or any related website for any breach of these Terms of Service.

To the fullest extent possible under applicable law, in no event shall we be liable to you with respect to use of the website and/or be liable to you for any direct, indirect, special or consequential loss or damages, including without limitation damages for loss of goodwill, lost profits, or loss, theft or corruption of your information, the inability to use the website, or device failure or malfunction. we shall into be liable even if we have been advised, are, or should otherwise reasonably have been aware of the possibility of such damages, including without limitation damages caused by error, omission, interruption, defect, failure of performance, unauthorised use, delay in operation or transmission, connectivity failure, computer virus or any other harm.

In the event that applicable law does not allow the exclusion of certain promises and/or the exclusion of liability for direct, indirect, consequential or other damages, in no event shall our liability arising under or in connection with these Terms of Service and your use of the website exceed C50.

We do not exclude our liability (if any) to you for personal injury or death resulting from our negligence; fraud or fraudulent misrepresentation; or any matter for which it would be illegal for us to exclude or to attempt to exclude our liability. If any provision of these Terms of Service is found to be invalid for any reason, the invalidity of that provision will not affect the remaining provisions of these Terms, which shall remain in full force and effect.

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to the website constitutes the entire agreement and understanding between you and us and govern your use of the website, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

You may not assign, sub-license or otherwise transfer any of your rights under these Terms of Service.

These Terms of Service shall be governed by and construed in accordance with the laws of England, and the 3 English courts will have exclusive jurisdiction over any claim arising from or related to the website.

Questions about the Terms of Service should be sent to [billy@movementum.co.uk](mailto:billy@movementum.co.uk)