

CrossFit Fierce Spirit – Terms & Conditions

1. DEFINITIONS

In this policy, the following definitions apply:

1.1 “Consumer” shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977.

1.2 “Customer” means any person who purchases Goods and Services from the Supplier.

1.3 “Goods” means the articles specified in the Proposal.

1.4 “Proposal” means a statement of work, quotation, or similar document describing the Goods and Services to be provided by the Supplier.

1.5 “Services” means the services specified in the Proposal.

1.6 “Supplier” means CrossFit Fierce Spirit, Registered Office: [Insert Address].

1.7 “Terms and Conditions” means the terms and conditions of supply set out in this policy, along with any additional special terms and conditions agreed in writing by the Supplier.

1.8 “Website” refers to the main web presence of CrossFit Fierce Spirit, [Insert Website Address].

1.9 “Materials” means the written information, pictures, diagrams, videos, and all other digital content published by CrossFit Fierce Spirit on the Website.

2. GENERAL

2.1 These Terms & Conditions apply to all contracts for the supply of Goods and Services by the Supplier to the Customer and shall prevail over any other documentation or communication from the Customer.

2.2 Any variation to these Terms & Conditions shall be inapplicable unless agreed in writing by the Supplier.

2.3 Nothing in these Terms & Conditions shall prejudice any condition, warranty, express or implied, or any legal remedy available to the Supplier by virtue of any statute, law, or regulation.

2.4 Nothing in these Terms & Conditions shall affect the Customer’s statutory rights as a Consumer.

2.5 CrossFit Fierce Spirit reserves the right to refuse or cancel services at any time should the behaviour of clients/potential clients warrant such action or for other legitimate reasons.

3. THE ORDER

3.1 The Proposal attached to these Terms & Conditions shall remain valid for a period of one day.

3.2 The Customer shall be deemed to have accepted the Proposal by placing an order within the period specified in Clause 3.1.

3.3 All Orders for Goods and Services shall be deemed acceptance of the Proposal and these Terms & Conditions.

4. PRICE & PAYMENT

4.1 The price for the Goods and Services is as specified in the Proposal and includes applicable charges outlined in the Proposal. CrossFit Fierce Spirit reserves the right to adjust monthly charges annually in line with inflation.

4.2 Payment must be made in the manner specified in the Proposal.

4.3 The Customer must make payment before delivery of the Goods or Service.

5. DELIVERY

5.1 Delivery dates are estimates only. The Supplier shall not be liable for any loss, costs, damages, charges, or expenses caused directly or indirectly by any delay.

5.2 Wherever possible, the Supplier will aim to complete delivery of physical orders within 14 days from order placement. For postal orders, the target delivery is 7 days from order placement.

5.3 All risk in the Goods shall pass to the Customer upon delivery.

6. TITLE

6.1 Title in the Goods shall not pass to the Customer until payment has been received in full.

7. CUSTOMER OBLIGATIONS

To enable the Supplier to perform its obligations, the Customer shall:

7.1 Co-operate with the Supplier.

7.2 Provide any necessary information reasonably required by the Supplier.

7.3 Obtain all necessary permissions, licenses, and consents required before the commencement of the Services.

7.4 Comply with any other requirements set out in the Proposal or otherwise agreed.

8. SUPPLIER OBLIGATIONS

8.1 The Supplier warrants that the Goods at the time of delivery correspond to the description provided.

8.2 The Supplier shall perform the Services with reasonable skill and care, following recognised standards and codes of practice.

8.3 The Supplier accepts responsibility for tools and equipment used in the performance of the Services and shall ensure that all materials supplied are free from defects.

8.4 In line with the Customer's statutory rights, the Supplier guarantees all Goods against faulty workmanship and materials for 30 days from the date of delivery.

8.5 The Supplier guarantees:

- All staff meet minimum quality and capability standards.
- At least one first-aid qualified individual will be present at any class, seminar, workshop, or personal training session.
- Kids' trainers will be DBS-checked.

9. CANCELLATIONS & REFUNDS

9.1 If Goods are faulty or non-compliant, the Customer must notify the Supplier via [insert email address] within 30 days of delivery to receive a replacement or refund.

9.2 Customers may cancel an Order within 14 days of purchase by emailing [insert email address]. Refunds will only be issued if no services have been utilised.

9.3 Customers cancelling recurring memberships must provide 30 days' notice.

9.4 Physical goods must be returned within 14 days of initiating the return for a refund.

10. LIMITATION OF LIABILITY

10.1 The Supplier is not liable for direct or indirect loss or damage suffered by the Customer beyond the price of the Goods and Services.

10.2 The Supplier is not liable for any consequential loss of profit, economic loss, or any indirect losses arising from negligence, breach of contract, or misrepresentation.

10.3 Time shall not be of the essence in relation to completion dates, and the Supplier shall not be liable for any failure to meet an agreed completion date.

11. FORCE MAJEURE

Neither party shall be liable for failure to perform obligations due to events beyond reasonable control, including but not limited to acts of God, strikes, accidents, war, fire, breakdown of plant or machinery, or shortage of raw materials. A reasonable extension of obligations shall be granted in such cases.

12. SEVERANCE

If any provision of these Terms & Conditions is held invalid, illegal, or unenforceable, the remainder shall continue in full force as if the invalid provision were eliminated.

13. LIMITATION OF LIABILITY (WEBSITE & ONLINE CONTENT)

13.1 CrossFit Fierce Spirit is not liable for direct, indirect, special, incidental, or consequential damages from the use or inability to use the Website or its content.

13.2 The Website's Materials are provided "as is" without warranties of accuracy, completeness, timeliness, or merchantability.

14. MEMBER DISCIPLINARY PROCEDURE

CrossFit Fierce Spirit handles disciplinary and grievance issues fairly, transparently, and informally whenever possible. Issues include but are not limited to:

- Misconduct
- Breach of gym rules
- Harassment (including sexual harassment of staff)
- Bullying
- Complaints from other members or staff

Disciplinary Process:

1. First Warning – Verbal & written notice, informal meeting.
2. Second Warning – Formal meeting with written warning.
3. Final Warning – Formal warning letter.
4. Termination of Membership – If behaviour continues or involves serious misconduct.

Serious offences (e.g., violence, abuse, criminal activity) may lead to immediate dismissal.

Appeals:

Members can appeal disciplinary actions in writing to the General Manager. Appeals will be reviewed by the Director of CrossFit Fierce Spirit or an appointed representative.

15. GOVERNING LAW

These Terms & Conditions are governed by the laws of England, Scotland, and Wales, and both parties submit to the exclusive jurisdiction of the relevant courts.

By using CrossFit Fierce Spirit's services, you acknowledge that you have read, understood, and agree to these Terms & Conditions.

