

Terms and Conditions

Privacy Policy Last updated: 05 August 2023

SK performance Ltd, a company registered in the United Kingdom, company number 10822142 trading as STRIIT Fitness Birmingham operates striit.co.uk and all subsequent subdomains and app. This page informs you of our policies regarding the collection, use and disclosure of Personal Information we receive from users of the Site.

By using the website, you agree to the collection and use of information in accordance with the following policies.

Information Collection And Use

While using our Site, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you. Personally identifiable information may include, but is not limited to your name, email, phone number and address.

Informed consent

1. Explanation of the exercise test - you will perform a number of exercise tests. The exercise intensity of each will be at a level appropriate to your ability. I may stop the test at any time because of signs of fatigue or, you may stop when you wish because of personal feelings of fatigue or discomfort.
2. Risks and discomforts - there exists the possibility of certain changes occurring during the test. They include abnormal blood pressure, fainting, disorder of heartbeat and in rare instances, heart attack, stroke or death. Every effort will be made to minimize these risks by evaluation of preliminary information relating to your health and fitness and by observations during testing. Trained personnel are available to deal with unusual situations that may arise.
3. Responsibilities of the client - information you possess about your health status or previous experiences of unusual feelings with physical effort may affect the safety and value of your exercise tests. Prompt reporting of feelings of effort during the exercise tests are of great importance. It is your responsibility to fully disclose such information when requested.
4. Benefits to be expected - the results obtained from the exercise tests will assist in evaluating what type of physical activities you may participate in.
5. Injuries - any questions about the procedures used in the exercise tests are encouraged. If you have any doubts or questions, please ask for further explanations.
6. Freedom of consent - your permission to perform the exercise tests is voluntary. You are free to deny consent or stop at any point, if you so desire.

Log Data

Like many site operators, we collect information that your browser sends whenever you visit our Site.

This Log Data may include information such as your computer's Internet Protocol ("IP") address, browser type, browser version, the pages of our Site that you visit, the time and date of your visit, the time spent on those pages and other statistics.

In addition, we may use third party services such as Google Analytics that collect, monitor and analyze this.

Communications

We may use your Personal Information to contact you with newsletters, marketing or promotional materials and other information. SK Performance Ltd will not share your information with any third party without your explicit consent.

The Log Data section is for businesses that use analytics or tracking services in websites or apps, like Google Analytics.

Offers and Promotions

All offers and promotions are subject to availability and limited to United Kingdom residents. Winners will be contacted within seven (7) days of entry into any promotion. Delivery items are posted through Royal Mail second class.

Cookies

Cookies are files with a small amount of data, which may include an anonymous unique identifier. Cookies are sent to your browser from a web site and stored on your computer's hard drive.

Like many sites, we use "cookies" to collect information. You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Site.

Refund Policy

All our programs are guaranteed by a 7 day Money-back guarantee.

In order to be eligible for a refund, you will need to demonstrate the following:

- Your purchase falls between within the 7 day money-back guarantee,
- You have been following the program (in order to demonstrate this, workouts logs, nutrition diary, self-assessment documents, involvement in the private group will be assessed)

And

- It is your first time purchasing with us.

All products are non refundable after 7 days.

The above refund policy does not apply were we demonstrated a lack of care and/or negligence. Upon submission of a formal complaint to management by our members and clients, an investigation will be opened and you will be informed on the outcome of it within 14 working days.

Once all conditions are satisfied, the refund will be processed within 10 working days. Please be aware it will take several days for the monies to show in your account.

Security

The security of your Personal Information is important to us, but remember that no method of transmission over the Internet, or method of electronic storage, is 100% secure. While we strive to use commercially acceptable means to protect your Personal Information, we cannot guarantee its absolute security.

Changes To This Privacy Policy

This Privacy Policy is effective as of 28 April 2022 and will remain in effect except with respect to any changes in its provisions in the future, which will be in effect immediately after being posted on this page.

We reserve the right to update or change our Privacy Policy at any time and you should check this Privacy Policy periodically. Your continued use of the Service after we post any modifications to the Privacy Policy on this page will constitute your acknowledgment of the modifications and your consent to abide and be bound by the modified Privacy Policy.

If we make any material changes to this Privacy Policy, we will notify you either through the email address you have provided us, or by placing a prominent notice on our website.

Photography/Video Release

Participants involved in any programs offered by SK Performance Ltd may have their pictures, videos and private group posts used by SK Performance Ltd. The undersigned hereby consents to the use of these material without compensation on the SK Performance Ltd website or in any editorial, promotional or advertising material produced and/or published by SK Performance Ltd.

Waiver and Release of Liability

I, the undersigned, am aware that there are significant risks involved in all aspects of physical training. These risks include, but are not limited to: falls which can result in serious injury or death; injury or death due to negligence on the part of myself, my training partner, or other people around me; injury or death due to improper use or failure of equipment; strains and sprains. I am aware that any of these above mentioned risks may result in serious injury or death to myself and or my partner(s).

I willingly assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any injury or death that may result from participation in any activity or program from SK Performance Ltd.

I acknowledge that I have no physical impairments, injuries, or illnesses that will endanger me or others.

In consideration of the above mentioned risks and hazards and in consideration of the fact that I am willingly and voluntarily participating in the activities offered by SK Performance Ltd, I, the undersigned hereby release SK Performance Ltd, their principals, agents, employees, and volunteers from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including those allegedly attributed to the negligent acts or omissions of the above mentioned parties.

This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect.

The participant recognizes that there is risk involved in the types of activities offered by SK Performance Ltd. Therefore the participant accepts financial responsibility for any injury that the participant may cause either to him/herself or to any other participant due to his/her negligence. Should the above mentioned

parties, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to reimburse them for such fees and costs.

I further agree to indemnify and hold harmless SK Performance Ltd, their principals, agents, employees, and volunteers from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in activities offered by SK Performance Ltd, at the main building, abroad or through online programs. This includes but is not limited to parks, recreational areas, playgrounds, areas adjacent to main building, and/or any area selected for training by SK Performance Ltd .

I have read and understood the foregoing assumption of risk, and release of liability and I understand that by using this website obligates me to indemnify the parties named for any liability for injury or death of any person and damage to property caused by my negligent or intentional act or omission.

If you are enrolling a minor (16-18) years of age, or older if applicable in the minor's state of residence, the above release applies equally to said minor. No one under 16 years of age may participate. A minor 16-18 years of age may participate only with a parent or legal guardian consent.

I understand the above and agree to waive my valuable legal rights.

TERMS AND CONDITIONS OF MEMBERSHIP

Every person who signs the membership application will be jointly and individually responsible under this agreement. Each of those people will be responsible for paying all the appropriate membership fees for themselves, for any other people who have signed the form and for all linked members (whether adults or children); and each of those people will be responsible for paying any extra charges and fees which they, any other people who have signed the form.

This applies to online and in studio purchases.

Notice

We calculate your membership in the whole calendar month. This means that the following applies.

If we receive your notice at least 3 weeks before your next membership fee is due, we will consider the notice to start from that month and the next membership fee will be the last one (it applies to Monthly Memberships or Annual Membership if notice is given on the 11th Month).

If the notice is received in less than 3 weeks before your next membership fee is due, we will consider the notice to start the following month, hence there will be two more charges on the account.

Your annual membership will run for at least 12 full calendar months and will continue then indefinitely until you give us at least three full calendar months' notice.

If you want to give notice, it must be in writing

- by email;
- by post; or
- by hand at the studio.

Details of our email and postal address are on the website. If you need to give us evidence of certain things, you can provide them as attachments to an email. Your notice is not effective until we have received it. We strongly advise that when you give notice you get proof that we have received it.

We will confirm we have received your notice within 7 days of receiving it. If you do not receive this confirmation within 7 days, you must immediately let us know so we can check whether we have received it. From time to time we will need to contact you about your membership, so it is important you let us know if your address, contact phone number or email address changes.

Membership types and length of membership

Monthly Annual Membership and Monthly Membership (inclusive of off peak membership and hybrid memberships)

Your annual membership will run for at least 12 full calendar months and will continue then indefinitely until you give us at least three full calendar months' notice in writing in line with 'Notice' above, unless:

- you end your membership at the end of the 12 months (one month notice required)
- you switch to Monthly membership at the end of the annual membership (one month notice required)
- we cancel your membership (see "Canceling your membership").

At least one condition under '**Ending your membership early**' must apply to end your membership early. We require 3 months notice for Monthly Annual Membership and 1 month notice for monthly rolling contracts.

The monthly membership is automatically renewed every 30 days unless notice is given in line with 'Notice'.

Off peak membership is limited to 12 sessions a month. It only includes access to 12.30 pm classes. It is automatically renewed every 30 days unless notice is given in line with 'Notice'.

There are two hybrid memberships:

1. 8 classes +4 pt per month (inclusive off upfront payments)
2. Unlimited classes + 6 pt per month (inclusive off upfront payments)

The hybrid memberships are automatically renewed every 30 days unless notice is given in line with 'Notice'.

Upfront paid memberships will end on the due date.

If you ask us to reduce your membership fee because you meet a special condition, for example because you work for a particular employer, you will need to prove that you meet the condition before we will reduce your fee and, from time to time, we may ask you for up-to-date proof that you still qualify for the reduced fee.

Special offer memberships

We reserve the right to run special offer memberships as part of marketing campaigns. Terms and conditions of each promotion will be updated on our website. You can always ask for a hardcopy at the studio.

Unless otherwise specified, once the special offer membership ends, there will be an automated transfer to an Annual Membership.

Payment options

Recurring payments will be done via card. You must have an active card registered on file and payments will be taken on the due date of your membership.

Changing your membership categories

We realize that your needs can change over time, so you can apply to change your membership category by contacting us. You can only change your membership category after the end of your 12 month membership. Our contact details are on the website. You may need to provide proof that you qualify for the new membership category you are applying for. When you change categories, your membership fees will change to the current fees advertised for that category for new members at the studio. You will have to pay any difference in membership fees between your new category and your old category. We will not refund any joining fees you have already paid.

Suspending your membership

At any time (other than after you have given us notice to end your membership) you can suspend your membership for a single period of between two and six calendar months within any twelve month period. If you want to suspend your membership you will need to let us know in writing:

- by email;
- by post; or
- by hand at the studio.

The suspension will start on your next bill date and you must provide us with the number of months you want it to last.

Throughout the time any monthly annual or monthly membership is suspended, we will charge you 25% of the relevant monthly fee for each month the membership is suspended. If you have paid your membership upfront, we will charge you a suspension fee of £25 per month. If the suspension fee is not paid within 3 days from the due date, the membership will automatically restart and you will lose the privilege to apply a second suspension to the account for the length of the contract.

You can freeze your membership for free for a total of 30 days throughout the length of the contract. It applies to all memberships.

Freezing or suspending your membership will lead to an equal amount of months extension to your annual membership.

Ending your membership

You can end your membership by giving the required notices as per 'Notice' above.

Ending your membership early

At any time you can end your membership if:

- you are suffering from a medical condition which means you are unable to use our facilities (this does not include pregnancy, but does include a medical condition that arises during pregnancy);
- are declared insolvent;
- you are being relocated in your employment to a location which is more than 12 miles from us;
- you are moving home to a location which is more than 12 miles from us; or
- We are satisfied that there has been a change in your personal circumstances, other than those listed above, which means that it is no longer reasonable for you to continue to be a member.

To end your membership for one of the reasons listed above, you must give us notice in writing in line with 'Notice'. You must give us suitable evidence, but you do not need to provide this at the same time that you give us notice.

Upfront paid memberships are non refundable and cannot be ended early.

Increase in membership fees

At any time, you can end your membership if we give you notice of an increase in your membership fee of more than either 1% above the rate of inflation or 3%, whichever is higher. The rate of inflation means the Retail Prices Index All Items 12-month percentage change published by the Office for National Statistics for the July before the date on which we give you notice. You must give us notice in writing in line with 'Notice'. The period of notice is one calendar month for Monthly membership or three calendar months for Annual Membership.

Canceling your membership

We will not tolerate our staff or other members being verbally abused or intimidated or being physically threatened. If we find this to be the case, we have the right to report you to the police, to ban you immediately and permanently from the studio and to cancel your entire membership. We reserve the right to cancel your membership if and when we find it necessary for the safety of our staff and members.

If we cancel your membership you are still liable for payment until the end of contract or until notice has been given in line with 'Notice'.

If you have an upfront paid membership you are not entitled to a refund.

If you do not pay your membership fee

If you do not pay your membership fee when it is due, we will write to you to let you know. We may refer any missed payments, including any future payments that are due as part of your contract to a debt collection agency. If you fall behind with your membership payments for more than 15 days, we will charge you an administration fee of £50. We will also charge an administration fee of £15 each missed payment. If you do not pay for your membership, we may prevent you from entering the studio. This does not mean we will end your membership. You must give us written notice in line with 'Notice'.

Class bundles

Class bundles are non refundable products. The bundle is valid for 3 months from purchase. The late cancellation is in line with 'class and PT session cancellation policy' below.

Personal training packages

Every person who joins the personal training packages will be jointly and individually responsible under this agreement. Each of those people will be responsible for paying all the appropriate fees for themselves, for any other people who have signed the form and for all linked members (whether adults or children); and each of those people will be responsible for paying any extra charges and fees which they, any other people who have signed the form.

It applies to online and in studio purchases.

Special offer personal training package

We reserve the right to run special offer memberships as part of marketing campaigns. Terms and conditions of each promotion will be updated on our website. You can always ask for a hardcopy at the studio.

Suspending your personal training package

At any time you can suspend your sessions for a single period of between two and six calendar months within any twelve month period. If you want to suspend your sessions you will need to let us know in writing:

- by email;
- by post; or

- by hand at the studio. You must tell us the start date for the suspension and the number of months you want it to last.

Throughout the time your package is suspended, we will not charge you any fees.

Canceling your personal training package

We will not tolerate our staff or other members being verbally abused or intimidated or being physically threatened. If we find this to be the case, we have the right to report you to the police, to ban you immediately and permanently from the studio and to cancel your entire package. Any refunds will be made in line with 'Refund Policy' above.

Non refundable Personal training (PT) packages

All personal training (PT) packages are non refundable after 7 days, regardless of change of circumstances.

Class and PT session cancellation policy

All cancellations have to be made at least 12 hours before the class or the pt session, otherwise a no show fee will be charged. The no show fee for group sessions is £10 for all memberships.

If late notice is given for personal training sessions, we will consider the session as used and it will be deducted from your personal training package.

Changes to this T&C

We reserve the right to update the above T&C. You will be informed about the changes through an email and/or text.

Governing law

These Terms of Service, together with our Privacy Policy, and any other legal notices published by STRIIT on the website, shall constitute the entire agreement between you and SK Performance. If any provision of these Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect. No waiver of any term of these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and our failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision. We reserve the right to amend these Terms of Service at any time and without notice, and it is your responsibility to review these Terms of Service for any changes.

Contact Us

If you have any questions about this policy, please contact us.