**TOTAL BODY REBOOT CAMP**

**Your attention is particularly drawn to Clause 14 (Limitation of Liability)**

1. ​**The Contract**
   1. These Terms and Conditions (**Terms**) apply to the order by you of the fitness classes, nutrition and wellbeing talks at our TOTAL BODY REBOOT CAMP (the **Services**) by us to you (the **Contract**).
   2. The Contract is made between you (the **Client, you or your**) and Stacey Wildblood who is the sole trader of, and one and the same as, Wild on Wellbeing (**WOW, we, our or us**).
   3. By making your booking as per Clause 2.1, you understand and accept the Terms which apply to the exclusion of any other terms.
   4. The Client accepts the Terms constitute the entire agreement with WOW and acknowledges he or she has not relied on any statement, promise, representation or assurance that is not set out in the Terms. The Client’s statutory rights are not affected.
2. **Making bookings and acceptance**
   1. To place a booking, the Client should complete the BOOKING FORM on the website. Each booking is an application to request the Services provided at a TOTAL BODY REBOOT CAMP (**TBRC**).
   2. By making a booking the Terms are accepted by the Client.
   3. Should there be a medical reason for not being able to attend a TBRC, a Doctor’s note is required in order to amend or change the booking free of charge. Changes to bookings are all subject to availability.
   4. If WOW cannot accept a booking and are unable to provide the TBRC, we will inform the Client by email and will not process the booking.
   5. If a booking is cancelled before the TBRC, we will offer you another available TBRC date. However, if this is not available or the alternative date is not agreed by the Client, WOW will refund the full amount.
3. **Cancelling or changing your booking**
   1. The Client must notify WOW by email within a minimum of 14 days notice from the booking date to cancel and /or change a TBRC (unless a doctor’s note is provided).
   2. Where the Client provides a doctor’s note (to evidence the medical reason for not being able to attend) the Client may change or cancel the booking (in the case of cancellation a full refund will be made).
   3. Changes to bookings are subject to availability.
4. ​**Cancellation by WOW**
   1. We try our best not to cancel a confirmed booking but reserve the right to do so.
   2. If WOW cancels a confirmed booking before your TBRC date we will offer the Client another available TBRC date subject to Clause 3.3.
   3. Force Majeure: WOW cannot accept liability or pay any compensation where the ability to provide the Services is prevented or affected by, or you otherwise suffer any damage, loss or expense of any nature, as a result of “force majeure”. In these Terms, “force majeure” is defined as any unavoidable and /or extraordinary circumstances beyond our control which we (or our third party service providers) could not have avoided, even if all reasonable measures had been taken. This may include, whether actual or threatened, such events as war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, epidemics, fire and other situations which are outside of our control. Clients are advised to take out adequate insurance to cover such eventualities.
5. **Our Services**
   1. We reserve the right to amend the specification of the TBRC, and whilst we make every effort to ensure the accuracy of our literature, changes can occur despite our best endeavors and we reserve the right to change any price or other particulars.
   2. We reserve the right to amend the specification of the Services at any time without prior notice if required by any applicable statutory or regulatory requirement or any other reason if the amendment of the Services will not affect the nature or quality of the Services. For example, including but not limited to the substitution of a Yoga class for a Pilates class.
   3. If there is a ‘Major Change’ (for example, we are unable to provide the Wellbeing Talk) to a confirmed booking we will inform the Client as soon as is reasonably practical and offer you the choice of accepting the change, receiving a full refund or transferring to another available date.
   4. If there is any change other than a ‘Major Change’ we are not obliged to inform you in advance (but we will do so where practical) nor are we obliged to pay you compensation. If we become unable to provide a major proportion of the Services at our TBRC, we will make every effort to arrange alternative arrangements for you at no extra charge.
6. **Your Obligations**
   1. The Client understands and accepts that you must:
      1. provide us with such information and materials as we may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
      2. arrange travel to the location of the TBRC;
      3. bring a light lunch and two snacks (either fruit or a healthy alternative and **not including nuts**);
      4. always wear appropriate gym attire during the sessions including sports shoes, fitness clothing and correct underwear support. Bare chests and torsos are not permitted. Please bring a spare set of clothes in case you wish to change after an exercise session; and
      5. be mindful and respectful of all cultures, races and religions during the TBRC.
   2. If our ability to perform the Services is prevented or delayed by any failure by you to fulfil any obligation listed in clause 6.1 (Your Default):
      1. we will be entitled to suspend performance of the Services until you remedy Your Default, and to rely on Your Default to relieve us from the performance of the Services, in each case to the extent Your Default prevents or delays performance of the Services. In certain circumstances Your Default may entitle us to terminate the Contract under clause 7 (**Termination**);
      2. we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to perform the Services;
      3. it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from Your Default;
      4. It will be your responsibility to pay compensation for any damage you cause to the contents and furnishings at the venue of the TBRC and indemnify WOW in respect of the same, except for wear and tear; and
      5. we will be entitled to talk to you about your attire and dress at any point during the TBRC should you be causing offence to other clients or contravening our etiquette.
7. **Termination**
   1. Without limiting any of our rights, we may suspend the performance of the Services, or terminate the Contract with immediate effect and by giving notice in writing if you commit a material breach of any term of the Contract.
8. **Medical and Health**
   1. All clients attending a TBRC should be aware of and accept the risks involved in undertaking intense periods of physical activity.
   2. Unless otherwise disclosed in writing to WOW 7 days in advance of a TBRC, the Client confirms that they are in good mental and physical health and are unaware of any reason why they may be unsuited to taking part in the activity and / or Services agreed upon or may be likely to suffer illness or injury during the activity and / or Services.
   3. The Client is required to fill out a medical form/physical activity readiness questionnaire ahead of the TBRC flagging any personal/health issues. This will be sent to you on confirmation of your booking and should be completed and returned to WOW at least 7 days prior to the TBRC date.
   4. If you have any medical conditions that you are concerned about, these must be discussed with WOW and flagged prior to booking.
   5. WOW may ask for letters from your Doctor to confirm you are able to participate in the TBRC if certain issues are raised on the medical form/physical activity readiness questionnaire.
   6. All Clients are advised to seek medical advice from their GP before booking. Clients who are pregnant must notify WOW prior to taking part in a TRBC and must provide WOW with written consent from their GP or doctor to their participation in the TBRC.
   7. Failure to disclose any serious illness, injury or requirement to take high doses of medication enables WOW to refuse the Client to partake in strenuous exercise and could result in WOW cancelling the TBRC booking without refund.
9. **How to Pay**
   1. Full payment of the Charges for the TBRC referred to in clause 10 is required by Credit Card via our website on completion of the booking.
   2. In the event that the balance is not paid, WOW may treat the booking as cancelled by the Client and resell the TBRC space.
10. **Charges**
    1. In consideration of us providing the Services you must pay our full charges (**Charges**) in accordance with this clause10 when the booking form is submitted.
    2. The Charges are the prices quoted on our site at the time you submit your order.
    3. We take all reasonable care to ensure that the prices stated for the Services are correct at the time when the relevant information was entered into the system. However, please refer to clause 10.8 in respect of errors in the price of the Services ordered.
    4. We reserve the right to increase the Charges.
    5. The Charges are exclusive of VAT. We are not required to be VAT registered
    6. It is always possible that, despite our reasonable efforts, some of the Services may be incorrectly priced. Where the correct price for the Services is less than the price stated on our website, we will charge the lower amount and if the correct price for the Services is higher than the price stated on our website, we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Services at the correct price or cancelling your booking. We will not process your booking until we have your instructions. If we are unable to contact you using the contact details you provided during the booking process, we will treat the booking as cancelled and notify you in writing. However, if we mistakenly accept and process your booking where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may cancel supply of the Services and refund you any sums you have paid.
    7. In the event that the full Charges are not paid we have the discretion to treat your booking as cancelled by the Client and deal with the matter in accordance with these Terms.
11. **Complaints**
    1. If a problem arises or you are dissatisfied with the Services, you must report this to your session instructor in the first instance. If it is still unresolved you must then report it immediately to Stacey Wildblood so that prompt and effective efforts can be made to resolve the problem.
    2. If the issue cannot be resolved at this time and you wish to raise a formal complaint you must provide full written details to us within 28 days of the issue arising and/or the end of the session. Please include your booking reference number and the exact details of your complaint. Please also include your daytime and evening contact telephone numbers and email address. Failure to take these steps will prejudice our ability to resolve your problem and/or investigate it fully and any right to compensation you may otherwise have had may be lost or substantially reduced.
12. Intellectual Property Rights
    1. All intellectual property rights in or arising out of or in connection with the Services are owned by us.
    2. We reserve the right to take such actions as may be appropriate to restrain or prevent infringement of such copyright/intellectual property rights.
13. How we use your personal information
    1. We reserve the right to use any personal information you provide to us to:
       1. provide the Services;
       2. process your payment for the Services; and
       3. inform you about similar services that we provide, but you may stop receiving these at any time by contacting us.
    2. We reserve the right to make recordings of the Client during the sessions for the sole purpose of advertising WOW and you accept that all rights whatsoever arising in the recordings shall be solely owned by us.
    3. You agree that any recordings may be used by us at our absolute discretion in any manner including but not limited to on our website, social media, marketing, PR, promotional material and advertisements unless you otherwise inform us in writing and /or by email prior to the TBRC. We will ask you to confirm this at the TBRC.
14. LIMITATION OF LIABILITY: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.
    1. Nothing in these Terms limits any liability which cannot legally be limited, including liability for:
       1. death or personal injury caused by negligence;
       2. fraud or fraudulent misrepresentation; and
       3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
    2. Subject to clause 14.1, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
       1. loss of profits;
       2. loss of sales or business;
       3. loss of agreements or contracts;
       4. any indirect or consequential loss;
       5. loss, damage or theft of personal goods
    3. This clause 14 will survive termination of the Contract.
    4. We do not guarantee weight or fat loss. Our nutrition advice is generic and focused on the general wellbeing of individuals. If the individual follows a balanced and calorie-controlled diet, he/she will be able to benefit from our Services.
    5. If you require a specific and individualised training programme you must book a personal training session or nutrition and/or weight loss management appointment where appropriate advice can be given.
    6. By entering into this agreement, you accept and understand the risks involved in intense periods of physical activity.
15. Confidentiality
    1. WOW may disclose the Client’s confidential information:
       1. to such of our respective self-employed consultants, officers, representatives, subcontractors or advisers who need to know such information for the purposes of exercising our respective rights or carrying out the Services under the Contract.; and
       2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
    2. WOW may only use confidential information for the purpose of fulfilling its respective obligations under the Contract.
16. Events outside our control
    1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**).
    2. If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:
       1. we will contact you as soon as reasonably possible to notify you; and
       2. our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for performance of the Services with you after the Event Outside Our Control is over.
    3. You may cancel the Contract affected by an Event Outside Our Control. To cancel please contact us. If you opt to cancel we will refund the price you have paid, less the charges reasonably and actually incurred us by in performing the Services up to the date of the occurrence of the Event Outside Our Control.
17. Communications
    1. When we refer to "in writing" in these Terms, this includes email.
    2. Any notice or other communication given under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first class post or other next working day delivery service, or by email.
    3. A notice or other communication is deemed to have been received:
       1. if delivered personally, on signature of a delivery receipt (or at the time the notice is left at the proper address);
       2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
       3. if sent by email, at 9.00 am the next working day after transmission.
18. General
    1. Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).
    2. If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.
    3. Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
    4. The Contract is between you and us. No other person has any rights to enforce any of its terms.
    5. The Contract is governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.

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