**SWEENEY’S BOXING**

**TERMS AND CONDITIONS**

Please read carefully the following Terms of Use, which may be updated from time to time by Sweeney’s Boxing (these “**Terms**”). These Terms define yours and Sweeney’s Boxing’s rights and obligations. The most current version of these Terms can be accessed at any time at <https://www.sweeneysboxing.co.uk/> (the “**Site**”). Changes to these Terms will be notified via posting on the Site (or other written notice to you).

We wish to treat our clients fairly and understand that due to medical or other reasons, you may wish to make a change to the product you have ordered. Please contact us if you wish to make a change to the product you have ordered. We will let you know if the change is possible. If the change is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

1. **ACCEPTANCE OF TERMS OF USE**

By accessing, browsing, and/or using the Site and/or any facility operated by Sweeney’s Boxing (a “**Gym**”), you accept and agree to be bound to these Terms. In addition, when using particular Sweeney’s Boxing services, you also shall be subject to any posted guidelines, FAQs, or rules applicable to such services, which may be posted and modified from time to time.

1. **FIXED TERM MEMBERSHIPS**
	1. Sweeney’s Boxing offers fixed term memberships with a 3, 6 or 12 month term (a “**Membership**”). A Membership is a re-occurring payment that allows the holder of a Membership (the “**Member**”) to access all associated Sweeney’s Boxing gyms. A Membership entitles the holder to attend five classes per week. A Membership is to be used by the holder only and cannot be transferred, assigned or shared. Sweeney’s Boxing makes no guarantee on the availability of classes as access to classes is on a space-available basis.
	2. **Membership cycle:**
		1. Your Membership starts on the date that you sign up and submit payment via a valid Payment Method (as defined below). Unless specified, all memberships have either a 3, 6 or 12 month minimum term, so can't be cancelled until the minimum term has been completed.
		2. Your Membership will automatically renew at the end of its fixed term unless cancelled by you or terminated by us, in accordance with these Terms. For example, if you purchase a 3-month Membership on 1 January, your Membership will automatically renew on 1 April for an additional three months.
		3. You must provide us with a current, valid, accepted method of payment (as such may be updated from time to time, “**Payment Method**”) to use Sweeney’s Boxing. As further described in the section headed “Billing” below, we will automatically bill the monthly Sweeney’s Boxing Membership fee to your Payment Method.
		4. A Membership can be cancelled on at least one days’ notice prior to the end of its fixed term in accordance with our Site or by contacting us by email at hello@sweeneysboxing.co.uk. For example, if your next renewal date is 30th September, you need to cancel by 29th September in order to avoid being charged for the next Membership cycle. Following cancellation of your Membership you will continue to have access to the Gym through to the end of your paid Membership cycle. If a Membership is cancelled, any bookings made for classes occurring after the end of the term of the Membership will be cancelled by us.
	3. **Late cancellation or no show:** If a Member (i) books a class and cancels such booking between 2 and 24 hours before the class (a “**Late Cancellation**”) or (ii) books a class and either does not attend the class or cancels such booking less than 2 hours before the class (a “**No Show**”):
		1. if it is the first occurrence of a Late Cancellation or a No Show in the applicable month of the member’s Membership cycle, no fee shall apply;
		2. if (a) does not apply, in the case of a Late Cancellation, the Member will be charged a Late Cancellation fee of £5; or
		3. if (a) does not apply, in the case of a No Show, the Member will be charged a No Show fee of £8.
	4. **Freezes:** You are eligible for two freezes of your Membership per calendar year for up to two weeks for each freeze.
2. **BLOCK CLASSES**
	1. Holders of a block class package (a “**Class Package**”) receive the number of classes commensurate with the package purchased. A Class Package may be redeemed at any gym operated by Sweeney’s Boxing until such time that the package is exhausted whether through consumption or expiry. Sweeney’s Boxing makes no guarantee on the availability of classes as access to classes is on a space-available basis. It is not possible to downgrade a package to one with fewer sessions in.
	2. **Expiry:** Your Class Package starts on the day you purchase the package. Class Packages have the following expiry dates:
		1. One class package: one month from purchase.
		2. Ten class package: two months from purchase.
		3. Twenty class package: three months from purchase.

The expiry date on all Class Packages can be extended by one month for £15.

* 1. **Late cancellation or no show:** For holders of a Class Package, there is no fee payable for a Late Cancellation or No Show, but the session credit will be lost.
1. **PERSONAL TRAINING**
	1. Holders of a personal training package (a “**PT Package**”) receive the number of classes commensurate with the package purchased. A PT Package may be redeemed at any gym operated by Sweeney’s Boxing until such time that the package is exhausted whether through consumption or expiry. Sweeney’s Boxing makes no guarantee on the availability of trainers as access to trainers is on a available basis. It is not possible to downgrade a package to one with fewer sessions in.
	2. **Expiry:** Your PT Package starts on the day you purchase the package. PT Packages have the following expiry dates:
		1. One session package: one month from purchase.
		2. Four session package: one month from purchase.
		3. Eight session package: two months from purchase.
		4. Twelve session package: three months from purchase.

The expiry date on all PT Packages can be extended by one month for £15.

* 1. **Late cancellation or no show:** For holders of a PT Package, there is no fee payable for a Late Cancellation or No Show, but the session credit will be lost.
1. **TRIAL MEMBERSHIPS**
	1. Sweeney’s Boxing offers fixed two-week trial membership (a “**Trial Membership**”). A Trial Membership entitles the holder (a “**Trial Member**”) to attend up to five classes per week. A Trial Membership starts on the date that you sign up and submit payment via a valid Payment Method (as defined below). A Trial Membership cannot be cancelled or frozen by the member. A Trial Membership is to be used by the holder only and cannot be transferred, assigned or shared. Sweeney’s Boxing makes no guarantee on the availability of classes as access to classes is on a space-available basis.
	2. You may only purchase one Trial Membership. If you purchase more than one Trial Membership, Sweeney’s Boxing has the right to cancel any such membership and you will be required to pay for any classes you attended using such membership.
	3. If a Trial Member (i) books a class and cancels such booking between 2 and 24 hours before the class (a “**Late Cancellation**”) or (ii) books a class and either does not attend the class or cancels such booking less than 2 hours before the class (a “**No Show**”):
		1. if it is the first occurrence of a Late Cancellation or a No Show during the Trial Membership, no fee shall apply;
		2. if (a) does not apply, in the case of a Late Cancellation, the Trial Member will be charged a Late Cancellation fee of £5; or
		3. if (a) does not apply, in the case of a No Show, the Trial Member will be charged a No Show fee of £8.
2. **BILLING**
	1. **Recurring Billing:** By starting your Membership, you authorise us to charge you a monthly fee at the then current rate. Increases in the current rate will be notified with one-months’ notice.
	2. **Membership Billing Cycle:** When you sign up and purchase your Membership, your first pass cycle will be billed immediately. Your Membership will auto-renew on the same date each month (being the date on which the pass was activated), provided that, where such date does not exist in particular renewal month, your Membership will be deemed to auto-renew on the day immediately following the date of expiry of your current Membership cycle.

For example, if you signed up on January 31st, your next auto-renew date will be March 1st, and payment will be taken using your payment method on, or after that date. All Membership auto-renews will continue to take place on the new auto-renew date (i.e., in this example, the 1st of each month). Payment will be taken on the effective date of your auto-renew (a “**Renewal Date**”), provided that, if we are unable for any reason to take payment on a Renewal Date, we will take payment as soon as practically possible thereafter.

Memberships have either a 3 month, 6 month or 12 month minimum term, so can't be cancelled until after either your first 3 payments, your first 6 payments or your first 12 payments.

* 1. **No Refunds:** Unless expressly stated to the contrary herein, or as provided by applicable law, payments are nonrefundable and there are no refunds or credits for partially used periods. This policy applies to all products sold on the Site.
	2. **Payment Methods:** You may edit your Payment Method information by logging into your Sweeney’s Boxing account and updating accordingly. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not edit your Payment Method information, provided that you have not cancelled your account in accordance with these Terms, you remain responsible for any uncollected amounts.
1. **WAITLIST**

Booking a spot on a waitlist does not guarantee a space in the session. By being added to the waitlist, you agree that you may be added to the session up to one hour before the start of the session. You will be notified via email if you are booked into the session itself. If added to the session you will be liable for the normal late cancel and no show fees.

1. **GIFT CARDS**

Gift card credit can be used to purchase a package, membership, or any item of merchandise from the Site.

1. **TERMINATION BY SWEENEY’S BOXING**
	1. You agree that Sweeney’s Boxing, in its sole discretion and for any or no reason, may terminate any account (or any part thereof) you may have with Sweeney’s Boxing or use of the Site and/or Gym and remove and discard all or any part of your account or any content uploaded by you, at any time.
	2. Sweeney’s Boxing may also in its sole discretion and at any time discontinue providing access to the Site and/or Gym, or any part thereof, with or without notice. You agree that any termination of your access to the Site or any account you may have or portion thereof and/or Gym may be effected without prior notice, and you agree that Sweeney’s Boxing will not be liable to you or any third party for any such termination, provided that, if Sweeney’s Boxing terminates your account other than due to breach by you of these Terms, Sweeney’s Boxing shall refund a pro-rata proportion of the fee paid for the Membership or Class Package (as applicable) in which such termination takes effect.
	3. Sweeney’s Boxing does not permit copyright infringing activities on the Site and reserves the right to terminate access to the Site and remove all content submitted by any persons who are found to be repeat infringers. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of the Site and/or Gym may be referred to appropriate law enforcement bodies. These remedies are in addition to any other remedies that Sweeney’s Boxing may have at law.
2. **CLASSES**
	1. You acknowledge and represent that:
		1. to the best of your knowledge, you suffer from no medical or physical condition or disability that will or might increase the normal risks associated with exercise;
		2. if you do suffer from a medical or physical condition or disability, your doctor as approved your participation in our classes; and
		3. you have honestly and fully completed the Physical Activity Readiness Questionnaire.
	2. You must inform us, as soon as possible, if:
		1. you suffer from any new injury, illness or other medical condition, or change in your general state of health or fitness;
		2. you feel any pain or discomfort during a class; or
		3. you feel that any exercise included in a class would be unsafe or uncomfortable for you.
	3. We may in our sole discretion prohibit you from participating in a class; and you must comply with all of our instructions in relation to our classes
	4. Our classes will not always be the same. In order to ensure your physical development, our classes, even those of the same type, will vary in their content so that the physical activity in each class will be different. We do not guarantee that you will always have the same instructor and our instructors may choose to incorporate teaching from several physical practices into one class.
	5. We play music in our classes. Typically our classes involve the use of amplified sound.
3. **ELIGIBILITY; REGISTRATION INFORMATION AND PASSWORD; SITE ACCESS**
	1. The site is not intended for use by persons outside the United Kingdom or to any users suspended or removed from the site by Sweeney’s Boxing. By using the site, you represent that you are a United Kingdon resident who has not been previously suspended or removed from the site.
	2. You agree that the information you provide to Sweeney’s Boxing on registration and at all other times will be true, accurate, current, and complete. You also agree that you will ensure that this information is kept accurate and up-to-date at all times. When you register, you will be asked to create a password. You are solely responsible for maintaining the confidentiality of your account and password and for restricting access to your account, and you agree to accept responsibility for all activities that occur under your account.
4. **PRIVACY**

Your privacy is important to Sweeney’s Boxing. The Sweeney’s Boxing Privacy Policy is hereby incorporated into these Terms by reference. Please read the privacy policy carefully for information relating to Sweeney’s Boxing’s collection, use, and disclosure of your personal information.

1. **PROHIBITED GYM CONDUCT**
	1. By attending the Gym, you agree to:
		1. follow all instructions given by representatives of Sweeney’s Boxing; and
		2. respect our facility, procedures, teams and customers.
	2. A breach of paragraph 13.1 may lead to termination of your Membership, Trial Membership or Class Package.
2. **PROHIBITED SITE CONDUCT**

By using the Site, you promise not to:

* + 1. harass, threaten, or defraud Site users;
		2. make unsolicited offers, advertisements, proposals, or send junk mail to users;
		3. impersonate another person or access another user’s account without that person’s permission;
		4. share Sweeney’s Boxing-issued passwords with any third party or encourage any other user to do so;
		5. permit third parties to use any classes booked under your Membership, Trial Membership or Class Package;
		6. misrepresent the source, identity, or content of information transmitted via the Site, including deleting the copyright or other proprietary rights;
		7. upload material (e.g., virus) that is damaging to computer systems or data of Sweeney’s Boxing or users of the Site;
		8. upload copyrighted material that is not your own or that you do not have the legal right to distribute, display, and otherwise make available to others; or
		9. upload or send to Site users pornographic, threatening, embarrassing, hateful, racially or ethnically insulting, libellous, or otherwise inappropriate content.
1. **PROHIBITED SITE USES**
	1. Those who choose to access the Site do so at their own initiative and are responsible for compliance with all applicable laws.
	2. As a condition of your use of the Site, you will not use the Site for any purpose that is unlawful or prohibited by these Terms.
	3. You may not use the Site in any manner that, in our sole discretion, could damage, disable, overburden, or impair it or interfere with any other party’s use and enjoyment of the Site.
	4. You may not attempt to gain unauthorised access to the Site, or any part of the Site, other accounts, computer systems or networks connected to the Site, or any part of them, through hacking, password mining, or any other means or interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site.
	5. You may not remove, circumvent, disable, damage or otherwise interfere with security-related features of the Site, any features that prevent or restrict use or copying of any content accessible through the Site, or any features that enforce limitations on the use of the Site or the content therein.
	6. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Site.
	7. You agree neither to modify the Site in any manner or form, nor to use modified versions of the Site, including (without limitation) for the purpose of obtaining unauthorized access to the Site.
	8. The Site may contain robot exclusion headers. You agree that you will not use any robot, spider, scraper, or other automated means to access the Site for any purpose without our express written permission or bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Site.
	9. You must be 18 years of age or older to use this Site or to purchase a Membership, Trial Membership and/or Class Package.
2. **ADDITIONAL TERMS**

When using the Site and/or the Gym, you will be subject to any additional posted guidelines or rules applicable to specific products, services, or features which may be posted from time to time (the “**FAQs**”). All such FAQs are hereby incorporated by reference into these Terms.

1. **OWNERSHIP; PROPRIETARY RIGHTS**
	1. The Site is owned and operated by the Sweeney’s Boxing Limited.
	2. The visual interfaces, graphics, design, compilation, information, computer code, products, software (including any downloadable software), services, and all other elements of the Site provided by Sweeney’s Boxing (“**Materials**”) are protected by local copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws.
	3. Except for any content uploaded by you, all Materials contained on the Site are the copyrighted property of Sweeney’s Boxing or its subsidiaries or affiliated companies and/or third-party licensors.
	4. All trademarks, service marks, and trade names used by us on the Site are proprietary to Sweeney’s Boxing or its affiliates and/or third-party licensors. Except as expressly authorized by Sweeney’s Boxing, you agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorised use of the Materials.
2. **THIRD-PARTY SITES, PRODUCTS AND SERVICES; LINKS**
	1. The Site may include links to other web sites or services (“**Linked Sites**”) solely as a convenience to users. Sweeney’s Boxing does not endorse any such Linked Sites or the information, material, products, or services contained on other linked sites or accessible through other Linked Sites. Furthermore, Sweeney’s Boxing makes no express or implied warranties with regard to the information, material, products, or services that are contained on or accessible through linked sites. Access and use of linked sites, including the information, material, products, and services on linked sites or available through linked sites, is solely at your own risk.
	2. Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Site are solely between you and such advertiser. You agree that Sweeney’s Boxing will not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the site.
3. **NOTICE**
	1. Notices will be sent to you at the email address that you provided to Sweeney’s Boxing during the registration process.
	2. Notices may be sent to us at the email address: hello@sweeneysboxing.co.uk. Notice will be deemed given 24 hours after email is sent, unless the sender receives an automatic, electronic notification that such notice was not successfully received.
	3. Without prejudice to the foregoing, we may serve you legal notice by post to the address provided during the registration process. In such case, notice will be deemed given three days after the date of posting.
4. **DISCLAIMERS; NO WARRANTIES**
	1. You agree that attendance at or use of any such classes, activities, or other services is solely at your own risk. In no event shall Sweeney’s Boxing be liable for any injury, loss, claim, damage or any special, exemplary, punitive, incidental or consequential damages of any kind, whether based in contract, tort or otherwise, which arises out of or is any way connected with a user’s attendance or participation in a class, service or appointment made through the site, or the performance or non-performance in connection with the services.
	2. Unless otherwise expressly stated by Sweeney’s Boxing, the site and any downloadable software, content, services, or applications made available in conjunction with or through the site are provided “as is” and “as available” without warranties of any kind either express or implied. To the fullest extent permissible pursuant to applicable law, Sweeney’s Boxing, its suppliers and partners disclaim all warranties, statutory, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights.
	3. Unless otherwise expressly stated by Sweeney’s Boxing, Sweeney’s Boxing, its suppliers and partners do not warrant or make any representations.
		1. that the site and any downloadable software, content, services, or applications made available in conjunction with or through the site will be uninterrupted or error-free, that defects will be corrected, or that the site and any downloadable software, content, services, or applications made available in conjunction with or through the site or the server that makes them available are free of viruses or other harmful components; or
		2. regarding the use of the site and any downloadable software, content, services, or applications made available in conjunction with or through the site in terms of correctness, accuracy, reliability, or otherwise. You understand and agree that you download or otherwise obtain material or data through the use of the site at your own discretion and risk and that you will be solely responsible for any damages to your computer system or loss of data that results from the download of such material or data.
	4. We are not responsible for delays outside our control. If our supply of the products or services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products or services you have paid for but not received.
5. **WAIVER**
	1. A provision of these Terms may be waived only by a written instrument executed by the party entitled to the benefit of such provision. The failure of any party at any time to require performance of any provision of these Terms will in no manner affect such party’s right at a later time to enforce the same.
	2. A waiver of any breach of any provision of these Terms will not be construed as a continuing waiver of other breaches of the same or other provisions of these Terms.
6. **LIMITATION OF LIABILITY AND DAMAGES**
	1. Nothing in these terms (including but not limited to the “disclaimers” above and limitations of liability below) is intended to exclude or limit any liability that we may have to you by operation of applicable law. This includes liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation. It is acknowledged however, that we accept no liability for the negligence of third parties.
	2. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.
	3. Under no circumstances, including, but not limited to, negligence, will Sweeney’s Boxing or its affiliates, contractors, employees, agents, or third party partners, or suppliers be liable for any special, indirect, incidental, consequential, punitive, or exemplary damages arise from or related to the use of the Gym and/or the site, including those that result from the use or the inability to use the facilities in the Gym or the materials on the site, or any other interactions with Sweeney’s Boxing, even if Sweeney’s Boxing or a Sweeney’s Boxing authorised representative has been advised of the possibility of such damages.
	4. Applicable law may not allow limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you. In such cases, Sweeney’s Boxing’s liability will be limited to the fullest extent permitted by applicable law.
7. **DISPUTE RESOLUTION**
	1. **General**: Generally, if a dispute arises between Sweeney’s Boxing and you, our goal is to provide you with a neutral and cost-effective means of resolving the dispute quickly. Accordingly, you and Sweeney’s Boxing agree that the parties will resolve any claim or controversy at law or equity that arises out of this Agreement or the Site (a “**Claim**”) in accordance with one of the subsections below or as you and we otherwise agree in writing. Before resorting to these alternatives, we strongly encourage you to first contact us directly to seek a resolution. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.
	2. **Choice of Law; Forum:** These Terms shall be governed in all respects by the laws of England and Wales, without regard to conflict of law provisions. You agree that any claim or dispute you may have against Sweeney’s Boxing must be resolved by a court located in the United Kingdom, except as otherwise agreed by the parties. You agree to submit to the personal jurisdiction of the courts located within the UK for the purpose of litigating all such claims or disputes.
8. **MISCELLANEOUS**
	1. **Severability:** If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions.
	2. **Headings:** The heading references herein are for convenience purposes only, do not constitute a part of these Terms, and will not be deemed to limit or affect any of the provisions hereof.
	3. **Entire Agreement:** This (including the documents referred to herein), is the entire agreement between you and Sweeney’s Boxing relating to the subject matter herein and will not be modified except in writing, signed by both parties, or by a change to these Terms or Guidelines made by Sweeney’s Boxing as set forth in the Preamble to these Terms.
	4. **Disclosures:** The services hereunder are offered by Sweeney’s Boxing Limited, a limited liability company incorporated and registered in England and Wales with company number 14330998, whose registered office is located at: Unit 35, 2 Maple Path, Lower Clapton, Hackney, London, England, E5 8FB.