

TERMS & CONDITIONS

Agreement administered by Harlands Services Ltd “**Harlands**” - **HELPLINE** – 01444 449 166 / c.service@harlandsgroup.co.uk /
2nd Floor Rockwood House, 9-17 Perrymount Road, Haywards Heath, RH16 3TW.
Registered in England No. 2982925 VAT Registration No. GB 799 7113 70

PRINCIPLE TERMS

1. This agreement commences once you have indicated your acceptance in the Declaration section of this web sign up process. If you did not sign up on the clubs premises you have 14 full days after signup to cancel this agreement for any reason. To exercise this right you must inform the club of this by post, email or telephone using the details on page 2. You can use the cancellation form on page 2 of this document but it is not obligatory. If you exercise this right to cancel we will reimburse you all joining and PTQual Course fee payments received from you using the same means of payment you used for the initial transaction. If you have used the service before requesting to cancel then we will reduce your PTQual Course fee refund by a pro rata amount equal to the number of days from signup to the date cancellation was requested.
2. Your PTQual Course starts immediately.
3. You will be entitled to all the rights and privileges exercisable for the Type of PTQual Course chosen. Harlands provides direct debit payment services to you and administers our agreement with you, in consideration for which you agree to pay all the fees and charges associated with your Membership and set out below to Harlands.
4. Harlands provides Direct Debit payment services to you and administrators our agreement with you, in consideration for which you agree to pay all the fees and charges associated with your course and set out below to Harlands.

FEES AND CHARGES

5. The Joining Fee / Initial Payment is due and payable immediately on execution of the agreement and is not refundable other than in the event of breach or negligence by us or on the valid exercise of your statutory cancellation rights, as set in the Principle Terms above
6. Your obligations to Harlands include payment of the Direct Debit Payment Amount. You are obligated to make the "minimum No. of Direct Debit Payments" stated with the first one being paid on the 1st Direct Debit Payment Date and then every month thereafter. You are obligated to make every Direct Debit Payment regardless of non attendance, except where the agreement is cancelled in accordance with the cancellation terms below or under your statutory cancellation rights as set out in the Principle Terms above
7. If you fail to pay any monies due under this agreement or if any Direct Debit is returned unpaid or any cheque is returned unpaid or if any other form of payment is not honoured for whatever reason, you shall pay Harlands on demand (i) an initial administration fee of £25; and (ii) any and all further reasonable costs incurred by Harlands in recovering the due fees and charges from you, including costs in tracing you if you have changed your address without telling us. Harlands' right to recover these fees and costs shall be in addition to and without limitation of our rights or those of Harlands which may exist notwithstanding the terms of our agreement.
8. You agree to advise us promptly of any change to the Personal Details provided.
9. If you fail to pay any amount due under this agreement for a period of more than thirty days, then we or Harlands may pass the debt to a third party company for collection. In addition to any costs and charges Harlands may be entitled to under clause 7, the reasonable and direct costs incurred in employing the third party company will be borne by you, including costs in tracing you if you have changed your address without telling us.

CANCELLATION

10. **Relocation:** This agreement can be cancelled in the event that your new permanent address is more than 15 miles away from the facility upon receipt of a copy utility bill or bank statement showing the new address.
11. **Long term (over 3 month) illness or injury:** This agreement may be cancelled in the event of an illness, injury or medical condition which in the written opinion of a doctor or other suitably qualified medical practitioner prohibits exercise for 3 months or longer upon appropriate proof being provided.
12. **Redundancy:** This agreement can be cancelled upon appropriate proof of redundancy from your employer or other loss of livelihood.
13. **Pregnancy:** This agreement can be cancelled if you become pregnant upon the appropriate written proof being given. Please note – ANY Cancellation for the above reasons will not be effected until the appropriate proof is provided and received (in writing or via email) by Harlands or the club.
14. **Breach:** This agreement can be cancelled if we are in breach of contract including if we do not provide facilities or services you may reasonably expect and we have fallen well below that standard.

FREEZING

15. **Temporary Illness or Injury:** This agreement may be frozen in the event of a temporary illness, injury or medical condition which in the written opinion of a doctor or other suitably qualified medical practitioner prohibits exercise for a period of time. Please note – ANY Freeze will not be effected until the appropriate proof is provided and received (in writing or via email) by Harlands or the club.
Please note – A freeze period does not affect the Minimum No. of Direct Debit Payments you are due to make and any payments remaining at the time of the freeze will remain due and recommence on a monthly basis once the freeze period has completed.

GENERAL TERMS

16. If we take no action or let you off any breach of this agreement or give you extra time to pay or comply, it will not stop us enforcing the terms of this agreement strictly at a future date.
17. We may assign the benefit of this agreement and our rights thereunder to a third party on notice to you. Your rights under this agreement will not be prejudiced. You may transfer your PTQual Course to another person provided that such person pay a Joining Fee signs an agreement with us and accepts the balance of any remaining Minimum No. of Direct Debit Payments.
18. We will do our best to resolve any disputes over this agreement. If you wish to take court proceedings against us you must do so within the United Kingdom. Relevant UK law will apply.
19. If any part of this agreement is disallowed or found to be ineffective by any court or regulator, the other provisions shall continue to apply
20. We may terminate this agreement with immediate effect on notice to you if you are in breach of the Rules (i.e. Stealing or other criminal activities within the facility). In this event you will not be liable to pay any further Direct Debit Payments, provided such breach is not deemed by us to have occurred primarily in order to qualify you for a refund.

