

# TERMS & CONDITIONS GENERAL AGREEMENT

The Good Fit Project Ltd London, United Kingdom  
+44 7508186032  
+44 7490474999  
Private Limited by Shares  
Companies House submission number: 61-794881  
Company registration number: 12184530  
[thegoodfitproject@gmail.com](mailto:thegoodfitproject@gmail.com)  
[www.thegoodfitproject.com](http://www.thegoodfitproject.com)



## **The Good Fit Project Ltd terms**

Participants must read these terms carefully before submitting any order to The Good Fit Project Ltd or taking part in any event or activities. When the words "writing" or "written" are used in these terms, this includes emails.

### **1) Purpose**

The parties hereby enter into this agreement under which The Good Fit Project Ltd - i.e. the founders Claire and Natalia and events/retreats organisers - will provide (depending on the event/programme) instructional services, catering, accommodation away from home and for the specified duration, local transport services, to individuals based on the following terms and conditions.

### **2) Engagement, services and payment**

#### **- Retreats**

a. Period of the next Easter Retreat: 09/04/2020 – 13/04/2020

b. Accommodation: Jánošíkova valaška, 013 06 Terchová-Panská lúka, Slovakia

c. Wellness and fitness proposed activities will be held in the region of Zilina in Slovakia (in a perimeter of 2 to 3 hours of driving maximum from the accommodation)

d. Services provided: The Good Fit Project (TGFP) Retreat organisers Claire and Natalia hereby agree to teach wellbeing (e.g. motivational seminar) and fitness classes (e.g. body conditioning & cardio, mobility & stretching) for which they have a diploma or certification to practice. They are contracting with third party companies to accommodate other activities (cross fit, rafting, climbing, horse riding, yoga, spa, massages) as well as catering, accommodation and local transfers. In each of the latter cases, local contractors' own terms and conditions will apply.

e. The price of the services (which includes VAT) will be the price set out in the price list in force at the date of the participant's order unless agreed otherwise in writing (e.g. Eventbrite and Paypal price might differ due to Eventbrite service

fees). TGFP Ltd will take all reasonable care to ensure that prices of services advised to participants are correct.

f. If the participants do not pay TGFP Ltd for the services when they are supposed to in spite of the organisers reminding the participant that payment is due, the supply of the service(s) might be suspended until the outstanding amount is paid.

#### **- Local promotional events**

Events may be organised with our TGFP Community of members in places including parks, gym studios, city council facilities. The same range of activities as during Retreats (except from the accommodation given that in most cases, these events would be held within London) would be provided for free or at a marginal cost communicated in advance, to give to our members a taste of our Retreats. All of these events are optional, free of charge (unless specified otherwise) and would not lead to any form of commitment from the participant. The possibility to subscribe to our mailing list will be proposed.

#### **- Corporate events**

Events may be organised with our TGFP corporate partners in places including their own facilities, parks and gym studios. The same range of activities as during Retreats and Local promotional events (except from the accommodation given that in most cases, these events would be held within London) would be provided at an agreed cost with the client. These events would not lead to engagement from the participant further than specified in the contract with the client (depending on the frequency of our intervention). The possibility to subscribe to our mailing list will be proposed.

#### **- Monthly membership**

A monthly membership has been launched on the 8th of June 2020, including the same range activities as specified above and on our website (fitness classes, motivational seminars, healthcare tips, etc.) provided online on zoom, at a price of £6.99. Once registered, the member will have access to a member's area on our website and receive additional personalised suggestions (wellbeing and fitness information, nutritional recipes tips and ideas, etc.) there, via WhatsApp, email and social media. The duration of engagement will be for no longer than a month.

### **3) Cancellations and changes**

The Good Fit Project reserves the right to take the following actions: A Retreat/an Event/an activity/a Membership can be cancelled or postponed if there is an apparent risk for the participants. For example, a retreat may be cancelled or postponed by TGFP Ltd due to political, environmental or health and safety concerns.

a. If the performance of the services is affected by an event outside of the control of the organisers, the participant will be informed as soon as possible and necessary steps will be taken to minimise the effect of the delay. For example, in the case of a cancellation, the funds will be transferred to a future event organised by TGFP.

b. If the participant cancels, terminates or needs to reschedule for a major reason (e.g. medical) less than two months in advance, reimbursement of 50% of the full amount will take place unless agreed otherwise and when applicable.

c. If the participant wishes to make a change to the services they can absolutely do so by requesting it to the organisers. The retreat/events/activity organisers will let the participant know if the change is possible and inform them about any incurred change to the price of the services, their timing or anything else and ask them to confirm whether the participant would still wish to go ahead with the change.

#### **4) Confidentiality and privacy**

Personal information: when booking for a retreat/an Event/a Membership the organisers will ask for personal information such as post address, date of birth, previous and current injuries, illnesses, allergies and payment information.

a. The Good Fit Project will not be held responsible for providing the services late or not providing any part of them if this is caused by the participant not giving the necessary information within a reasonable time.

b. It is imperative to the running of the retreat/event/activities to communicate such information to third parties (namely catering, activities, transport, etc.) where the law either requires or allows us to do so. TGFP Ltd may transfer rights and obligations under these terms to another organisation when needed. The participant may only transfer their rights or obligations under these terms to another person with the organisers' written consent.

c. This contract is between the participant and TGFP Ltd. No other person shall have any rights to enforce any of its terms.

d. TGFP Ltd will not disclose personal contact or banking information with any third party companies without prior consent. Email addresses will be used to keep participants up to date with information about the specific retreat/event (e.g. newsletter), and will not be used for marketing, unless specifically opted otherwise.

e. Image rights: during the retreats/events/activities, participants can be photographed and filmed by either of organisers or a contracted photographer. Media materials obtained may be used for marketing purposes to promote the retreat or other events provided by the Good Fit Project. Additionally, by attending the retreat, participants automatically accept the possibility of being filmed or photographed. In the case of a participant denying this action, they should contact the retreat organisers and specify their choice in the beginning of the event/retreat.

## **5) Insurance and responsibilities**

The participant understands that there are risks in participating in a retreat/event/activities (injury, etc.) and that they are exclusively responsible for it.

a. Any form of participation in the activities proposed during the retreat/event is voluntary. If participants do not feel comfortable in undertaking an activity, they have the full right to refuse to take part. Participants should determine their own fitness level and choose to engage in any activity accordingly (see the declaration of fitness questionnaire provided separately when applicable).

b. Prior to joining a retreat/event/activities, the participant must be covered by their own travel and health insurance (when applicable). If the participant sustains or claims to sustain any injury while participating in the activities, TGFP Ltd will not be held responsible. Participants are required to follow the health and safety policy of the accommodation and activities locations and TGFP will not be held responsible for any incident or accident outside of the terms and conditions of the company's insurance (employer liability and public liability as defined per UK regulation).

c. TGFP does not exclude or limit in any way their liability to the participant where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of TGFP employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of the participant's legal rights in relation to the services.

d. If the participant has any questions or complaints about the services, they may contact us via email or phone.

## **6) Controlling Law**

This agreement is governed by the laws of the United Kingdom. Any disputes arising out of this agreement shall be settled in the state and county of the Company's address, as stated in this agreement.

## **7) Signatures**

The Good Fit Projects CEOs, Claire Papaix, Natalia Jelsicova 07/06/2020

A handwritten signature in blue ink, appearing to read 'C. Papaix', with a large, sweeping flourish extending from the end.A handwritten signature in blue ink, appearing to read 'N. Jelsicova', with a large, sweeping flourish extending from the end.