



## **PrimeFit Online – Terms of Service**

**Effective from:** 04/23/2025

**Service Provider:** Robert Ede, trading as “Ede Fitness”

**Contact:** info@edefitness.com

# **1. Introduction**

**Eligibility:** PrimeFit Online is available only to clients who are residents of the United Kingdom or European Union. By signing up, the Client confirms that they reside within one of these regions. We are unable to offer services to clients outside these areas due to insurance restrictions.

These Terms of Service govern the PrimeFit Online coaching service delivered by **Robert Ede**, trading as **Ede Fitness** (“the Coach”, “we”, “us”, or “our”), and form a legally binding agreement with you (“the Client”).

By registering for PrimeFit Online, you confirm that you have read, understood, and agreed to these terms.

# **2. Description of the Service**

**PrimeFit Online** is a fully remote coaching service delivered through the Ede Fitness coaching app and online communication. The service includes:

- Personalised training and programme design
- Ongoing nutrition and lifestyle coaching
- Weekly check-ins and programme updates
- Access to the Ede Fitness mobile coaching app
- Messaging support via app or email
- Access to weekly live Q&A sessions

**Please note:** PrimeFit Online does not include in-person coaching or live 1-to-1 sessions. You are responsible for ensuring your own gym access and training environment.

## 3. Fees and Payment

3.1 - The total fee for PrimeFit Online is a **one-time payment of £680**, payable by credit or debit card at the time of sign-up.

3.2 - This payment grants the Client full access to the coaching service for a period of 90 days from the date of sign-up. The free trial period is included within this timeframe. There is no ongoing subscription or monthly billing.

3.3 - Payments are processed securely via Stripe. Direct debit and bank transfer are not accepted.

3.4 - A 14-day free trial is available for PrimeFit Online. No payment is taken at sign-up, and full access to the service is provided during this period. On day 15, the full programme fee will be charged using the card details provided at registration, unless the Client cancels before the trial ends.

## 4. Cancellations and Termination

### 4.1 Cancellation by the Client

- Clients may cancel their trial at any point during the 14-day period without incurring any charges. No payment is taken during this period, and no refund is necessary unless a payment is made in error.
- On day 15, the full programme fee will be charged. After this point, refunds are not offered unless required by UK law. Any other refund or credit request will be considered on a **discretionary basis** and only in cases of serious illness or hardship.
- Clients are encouraged to consider the suitability of the service before the end of the trial. If you have questions, please contact **info@edefitness.com** prior to the end of your trial.

### 4.2 Termination by Ede Fitness

We reserve the right to terminate services with immediate effect in the event of:

- Abusive, unsafe, or inappropriate conduct
- Breach of any obligation in these terms

In such cases, no refund will be provided.



## **5. Service Access and Communication**

5.1 - All coaching, updates, and communication will be delivered remotely via the coaching app or by email. There are no fixed appointment times unless otherwise agreed.

5.2 - Weekly check-ins will be agreed in advance and completed asynchronously. The Client is responsible for submitting updates and progress data as requested.

5.3 - If the Client fails to engage with the programme for more than 30 consecutive days without notice, the Coach reserves the right to suspend or terminate the service without refund.

5.4 - The Client is responsible for maintaining internet access and a compatible device to use the Ede Fitness app. No refund or credit will be provided for inability to access the app due to personal technical issues. The 14-day free trial should be used to ensure the service is suitable and functions as intended.

5.5 - At the end of the 90-day programme, clients may be offered the opportunity to continue coaching under a separate ongoing membership or follow-on option. Details will be provided prior to the programme end date.

5.6 - Some programme content may be delivered progressively (“drip-fed”) over the 90-day period to support adherence and optimise results. Full access to all programme materials is not necessarily provided at the start of the programme.

5.7 - Live Q&A sessions are for enrolled clients only and may not be recorded, copied, or distributed without express permission from Ede Fitness.

## 6. Client Responsibilities

**6.1 - Non-Transferability:** All coaching services are provided on an individual basis and are non-transferable. The coaching programme is tailored specifically to the Client based on their health status, goals, and screening information. Services cannot be gifted, transferred, or substituted for another person.

The Client agrees to:

- Complete and submit a Physical Activity Readiness Questionnaire (PAR-Q) and Informed Consent Form
- Notify the Coach of any changes to health, injury status, or medical conditions
- Engage with the coaching process honestly and regularly
- Behave respectfully in all communications

## 7. Risk and Liability

- The Client acknowledges that all physical activity carries inherent risk. As this is a remote service, the Client is responsible for exercising in a safe environment and using appropriate equipment.
- The Coach cannot observe or correct the Client's form in real time. While the app may offer video submission features, these are limited and do not replace in-person supervision. The Client is responsible for following instructions carefully and ensuring exercises are performed safely.
- The Coach will provide reasonable guidance and precautions, but Ede Fitness is **not liable** for injuries sustained during unsupervised or self-directed exercise unless caused by our **negligence or misconduct**.
- Clients are encouraged to seek local medical clearance or professional advice if unsure about exercise technique or suitability.

## 8. Refunds

- A full refund is available only if the Client cancels within the **14-day trial period**, as detailed in Section 4.1.
- After the trial has ended and payment is taken, the fee is non-refundable.
- Requests for a deferral or credit due to serious illness or hardship may be considered on a **case-by-case basis**, at the sole discretion of Ede Fitness

## 9. Service Disruption (Force Majeure)

If services cannot be delivered due to events beyond our control (e.g. serious illness, app platform failure, or internet outages):

- We will make reasonable efforts to continue service or provide alternative arrangements.
- If disruption exceeds **30 consecutive days**, the Client may request a pro-rata refund or service credit.

## 10. Data Protection and Privacy

- We comply with UK data protection law and are registered with the Information Commissioner's Office (ICO).
- Personal data is collected and stored securely and used solely for the provision of services.
- Clients have the right to request access to their personal data at any time.

For full details, please see our **Privacy Policy** available at [edefitness.com/privacy](https://edefitness.com/privacy)

## 11. Complaints

We are committed to resolving any concerns fairly and promptly.

1. Please raise any issue directly with your Coach in the first instance.
2. If unresolved, email **info@edefitness.com** with “Formal Complaint – [Your Name]”.
3. We aim to respond within 5 working days and resolve complaints within 30 days.
4. If still unresolved, you may pursue independent dispute resolution, though we are not currently a member of a recognised ADR scheme.

## 12. Intellectual Property and No Guarantee of Results

**12.1 Intellectual Property:** All materials provided by Ede Fitness, including training plans, nutrition guides, app content, and any other resources, remain the intellectual property of Ede Fitness. These materials are provided for the Client's personal use only and may not be copied, shared, distributed, or reused without written permission.

**12.2 No Guarantee of Results:** While every effort will be made to support the Client's progress, Ede Fitness does not guarantee specific outcomes, including but not limited to weight loss, muscle gain, or improved health markers. Results will vary depending on individual effort, adherence, and other personal factors.

## 13. Governing Law

These Terms are governed by the laws of **England and Wales**, and any disputes will be subject to the exclusive jurisdiction of the courts of England and Wales.



## 14. Client Acknowledgement

By signing up to PrimeFit Online, the Client confirms that they have read, understood, and agreed to these Terms of Service.

Client Name:

Contact Email:

Date: 04/23/2025

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 Signature