

## **My Healthy Way User Terms & Conditions**

### **Disclaimer**

Content on this site is provided for general information and awareness. Our website is not provided for, nor intended as, a means of disseminating medical advice or other professional advice. Content should not be relied upon for medical or other professional purposes in any way. If medical advice is required, you should seek expert medical assistance.

Every effort is made to ensure that the information provided on all our websites and online services is accurate and up to date, but no legal responsibility can be accepted for any errors, omissions or misleading statements.

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We are not responsible for, and cannot guarantee the accuracy of, information on sites that we do not manage; nor should the inclusion of a hyperlink be taken in itself to mean endorsement by us of the site, the site owner, or any specific content to which it points.

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We may also embed third party content such as podcasts, videos, RSS or X feeds on this site. We are not responsible for and cannot guarantee the accuracy of this content nor for any related content. We are not responsible for the quality or accessibility of this content nor of any related content. It is provided for your general interest and is only intended to provide a summary and general overview of the matters of interest.

We aim to provide services which meet and hopefully exceed your expectations. If at any time you feel we have failed to meet these standards, please do not hesitate to contact a member of our team - please provide your feedback via <https://www.myhealthyway.co.uk/contact/>. We will work hard to ensure your experience with My Healthy Way is a positive one and to help you achieve your health and wellness goals.

## **Core Terms and Conditions**

What these terms cover.

These are the terms and conditions which outline the core contract terms associated with our courses or Wellbeing Membership.

For further details of your membership, please see your Membership Terms and Conditions.

### **1. Definitions**

1.1 'Us', 'Our', 'We' – Parkwood Leisure Limited.

1.2 'You' – The person, firm or company to whom this Purchase Order is addressed.

1.3 'The Goods' – Any such goods as are to be supplied by You as detailed on this Purchase Order or associated specification.

1.4 'The Services' – Any such services as to be provided by You, as detailed in this Purchase Order or associated specification.

1.5 'Specification' – Any document supplied by Us setting out details of our requirements or details contained in an accepted quote from You.

### **2. OUR CONTRACT WITH YOU**

2.1 How we will accept your course or membership application. Our acceptance of your application will occur when we confirm this in writing to you, at which point a contract will come into existence between you and us.

2.3. Discounted courses or memberships. If you ask us to reduce your fee because you meet a special condition, for example because you work for a particular employer, or have student eligibility at the point of joining, or have a specific discount code, you will need to prove that you meet the condition before we will reduce your fee and, from time to time, we may

ask you for up-to-date proof that you still qualify for the reduced fee. For Wellbeing Memberships, failure to provide this within 30 days will result in your membership fee being changed to the standard rate for the correct membership.

### **3. PROVIDING THE SERVICES**

3.1 When we will provide the course and / or membership services. We will continue to provide services to you provided that you do not breach any of the Terms and Conditions.

3.2 We may suspend your membership or course access if you do not pay. If you do not pay us for the services when you are supposed to and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend your membership or course access until you have paid us the outstanding amounts. We will contact you to tell you we are suspending your membership or course access. We will not charge you for your membership or course access during the period for which it is suspended. As well as suspending your membership or course access, we can also charge you interest on your overdue payments.

### **4. OUR RIGHTS TO END THE CONTRACT**

4.1 We may end the contract if you break it. We may end your membership or course access at any time by writing to you if:

4.1.1 you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;

4.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services;

4.1.3 you breach any of the applicable terms and conditions.

4.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 3.1 we will refund any money you have paid in advance for the services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

## **5. IF THERE IS A PROBLEM WITH THE SERVICES**

5.1 Summary of your legal rights. We are under a legal duty to supply services that are in conformity with this contract. See below for a summary of your key legal rights in relation to the services. Nothing in these terms will affect your legal rights. This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

If your product is services, the Consumer Rights Act 2015 says: you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it. If you have not agreed on a price beforehand, what you`re asked to pay must be reasonable.

If you have not agreed on a time beforehand, it must be carried out within a reasonable time.

## **6. PRICE AND PAYMENT**

6.1 Where to find the price for the services. The price of your membership or course will be the price set out in our price list in force at the date of your membership or course.

6.2 We can charge a default fee of £20 if you pay late, do not make any payment to us by the due date or cancel your direct debit without the required notice. Legal action may be taken to recover the debt.

## **7. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

7.1 We may be responsible to you for foreseeable loss and damage deliberately caused by us. If we fail to comply with these terms, we may be responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract, provided that you have not committed an act which breaches any of the Terms and Conditions or which forces us to fail to comply with these terms due to such act.

7.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of

your legal rights in relation to the services including the right to receive services which are as described and supplied with reasonable skill and care.

7.3 We are not liable for costs resulting from debt recovery actions. You shall indemnify us against all liabilities, costs, expenses, damages and losses [including but not limited to any direct loss of profit, loss of reputation and all interest, penalties and legal costs [calculated on a full indemnity basis] and all and other reasonable professional costs and expenses] suffered or incurred by us arising out of or in connection with any claim or action made against you in connection with the recovery of any costs in respect of all claims relating to debt recovery actions brought by us arising out of this contract.

## **8. HOW WE MAY USE YOUR PERSONAL INFORMATION**

We will only use your personal information as set out in our Privacy Policy. You can find our Privacy Policy on our website, under the Policies section.

## **9 OTHER IMPORTANT TERMS**

9.1 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

## **Wellbeing Membership Terms & Conditions**

The agreement commences once you have indicated your acceptance in the Declaration section of the sign-up process. These Terms are a legal agreement between us, so please make sure you read them carefully.

These Terms replace any previous versions and apply at all times and take priority over any verbal communication by us. We may need to update these Terms from time to time and as such, updated terms and conditions can always be found on our website [myhealthyway.co.uk](http://myhealthyway.co.uk).

We will assign you a membership number when we accept your application for membership.

### **1. Cancellation and Financial Terms**

a. An annual or fixed membership package is offered for a minimum of 12 months whereby you are committing to a 12 month term and are not able to cancel within this period. If a direct debit is cancelled, the remaining term will be added as a debt to your account.

Annual paid up front memberships are non refundable.

All membership agreements are offered on a flexible direct debit membership option with a full calendar month cancellation period.

All monthly direct debit payments are collected on the 1st working day of the month.

It is your responsibility to check the payments being made to us to ensure these payments are correct. If incorrect payments have been made, we will not refund any amount greater than 6 months in value as it is your responsibility to regularly check your statements.

b. Members can pay either by annual subscription in advance, or monthly by Direct Debit. For granting this credit, members pay an additional 10% charge which is incorporated in the Direct Debit payments. For further details, please see the Direct Debit Mandate Terms and Conditions. For the avoidance of doubt this agreement is not a Consumer Credit Agreement.

c. Online joiners are entitled to a 14 day cooling off period if the services have not been used.

d. Your membership will commence on the Start Date [as defined at point of joining], after which time you agree to be bound by the terms and conditions stated in this contract along with the Core Terms and Conditions and any other applicable terms and conditions.

e. The membership term, if a FIXED membership term of 12 months, is a minimum of 12 months and your Direct Debit payments will continue beyond 12 months until such time you advise us in writing of your intention to cancel.

f. The Member can, at any time beyond the 12 month initial membership term, cancel their membership by providing us with a full calendar month notice. All membership fees will be payable up to the date of cancellation.

g. You are able to cancel your membership via the myhealthyway.co.uk website "[contact us](#)" form. Once processed you will receive confirmation of the cancellation, you can then cancel your direct debit instruction at your bank. If the cancellation terms are not followed, legal proceedings may be taken and a £20 default fee will automatically be added to your account when a direct debit fails to collect. A maximum of 2 x £20 default fees will apply in a month if a mid month representation fails.

**Notice.** We calculate your membership in whole calendar months. This means that the following applies:- Anywhere in these terms and conditions where we ask you to give notice of one calendar month or more, if you give notice during a month, we will treat it as if we received it on the first day of the following month and the notice period will run from that day. For example, if you need to give us one month's notice to end your membership and we receive your notice mid month, your notice will start from 1st of the following month and will lapse at the end of that following month. The only exception to this is if we receive notice from you up to and including the fourth day of a month, we will treat it as if we received it on the first day of that month and the notice period will run from that day.

We will confirm we have received your notice within 10 days of receiving it. If you do not receive this confirmation within 10 days, you must immediately let us know so we can check whether we have received it.

Our contact details are on the website. Cancelling your direct debit does not mean you have given us notice to end your membership. You must give us written notice in line with 'Notice'.

h. Where a Direct Debit has failed or a member has purported to have cancelled their Direct Debit without prior agreement, the membership shall be suspended until payment is received. Any member who falls behind in payments for more than 1 calendar month will forfeit their membership. Upon failure to make payment, subsequent reinstatement of the membership or any future membership will be subject to the outstanding membership fees being paid in full. If the contract terms are not followed legal proceedings may be taken and a £20 default fee will apply.

i. If you fall behind with your monthly payments and we are unable to collect your membership fees on the 1st working day of a month as agreed upon joining, then a £20 default fee will apply on top of your monthly payment for each missed payment. If you cancel your direct debit without the required full calendar month notice a £20 default fee will apply on top of the final month's payment.

j. We will inform you a minimum of 2 weeks in advance of any increase in the price of your membership, by email in the first instance. It is the members responsibility to inform us of any changes to your personal and contact details including address, telephone number and email address so that such communications may be made. You can make these changes by using the contact us section on our website.

<https://www.myhealthyway.co.uk/contact/>

k. We, our subsidiary companies and partners reserve the right to update and/or amend the terms and conditions as necessary without prior notice. Members are requested to adhere to the Membership Terms and Conditions at all times. These may vary from time to time.



l. We reserve the right to cancel any membership at our sole discretion and without paying compensation.

m. You must be at least 18 years of age to be a member.

n. From time to time we will need to contact you about your membership, so it is important you let us know if your address, contact phone number or email address changes. We will notify you by email in the first instance, therefore it is the members responsibility to ensure the email address is correct.

o. During the first 12 months, you can transfer your Direct Debit membership to a friend or relative who can then take over the remainder of your existing membership term. A nominal administrative charge of £25 for the transfer will be made to the new member. Please contact us via our website <https://www.myhealthyway.co.uk/contact/> to request a transfer.

p. Direct Debit Memberships are subject to an annual price increase. You will be notified by email within 14 days.

### **1.1 Promotions and Offers**

a. By utilising a promotional code or participating within a membership promotion on any membership, you agree to pay the minimum of one month[s] direct debit in the case of cancellation. If cancelling before this period occurs we may immediately cancel your membership within this promotional period and raise a charge of one month to cover the promotional period. If the contract terms are not followed, legal proceedings may be taken and a £20 default charge will also apply.

### **The Core Terms and Conditions above are made up of the following:**

[a] The Membership Terms and Conditions; [b] The Conditions of Use; [c] The Direct Debit Mandate Terms and Conditions [if applicable]; [d] Any applicable notices; and [e] Any specific guidance given by staff members from time to time.

If there is any conflict or ambiguity between the terms of the documents listed in paragraph 1 above, a term contained in a document higher in the

list shall have priority over one contained in a document lower in the list, save that any direct and / or immediate instructions given by any member of staff to any Member [or a third party connected to that Member] shall supersede all other terms.