

# Corefit UK Customer Contract



## Terms of your Contract

### Period of Commitment

You are agreeing to subscribe monthly for the services provided by the Service Provider and contracting to remain a subscriber for the minimum period shown overleaf.

### Termination of Service

#### Limited right to cancel

During the minimum period of the contract you may cancel the contract only:

1. If we fail to maintain the standard of service you would reasonably expect.
2. If we alter the operating hours of the services unreasonably.
3. If you develop a medical condition which prevents you from using the services on an ongoing basis. An appropriate medical practitioner must provide written evidence that this is so.
4. If you move away from the area by a distance which we consider, at our sole discretion, to be too far to travel to the services for regular use. We shall require evidence that such a move has taken place.
5. If you lose your employment and are unable keep up the repayments as a result. You must produce documentary evidence and initially we shall be prepared to suspend payments for two months and review with you your financial situation thereafter.

#### Termination Payment for Early Cancellation

If you cancel your subscription during the minimum contracted period, other than in the circumstances set out above, we shall be entitled to a termination payment (a "Termination Payment")

The Termination Payment will be the total of:

1. The arrears, if any
2. Any accumulated late payment charges that have been or will be incurred
3. The monthly subscriptions that would otherwise have fallen due before the end of the minimum contracted period. You will be given credit for early payment and this will be a discount allowed against the total you have to pay. For details of how the discount is calculated please contact Corefit UK

#### Missing Payments

If you miss two payments you will be deemed to have breached your contract.

#### Giving notice to cancel

GoCardless (The Collecting Agent) will continue to collect your monthly subscription after the minimum contract period. Should you not wish to continue subscribing after the minimum period you must give notice to cancel the contract in the month before the final payment of the minimum period.

If you wish to cancel the contract at any time after the minimum contract period you must give one month's notice. The notice should be in writing or by e-mail and sent to us ([team@corefituk.com](mailto:team@corefituk.com))

#### Collecting your monthly subscriptions

GoCardless is our agent for the collection of your monthly subscriptions. They will collect your subscription monthly in advance on our behalf by Direct Debit.

If you fail to make a payment on time you will incur the following charges:

- 1) Fail to pay the subscription on the due date  
.....£5.00
- 2) Fail to pay the missed subscription within 7 days of the date of a reminder letter  
..... £10.00
- 3) Fail to pay the arrears and accrued charges within 7 days of the date of a Final Notice .....£15.00

**Late payment charges become payable immediately they are incurred.**

GoCardless is also our agent for serving notice and collecting any Termination Payment which becomes due. Any notice served on you by the terms of this contract will be deemed to have been delivered to you the next day after it is despatched by us, or our agent.

### **Data Protection Statement**

Us (Corefit UK LTD) and GoCardless always uses information submitted by you ('Information') in accordance with all relevant data protection legislation. By signing this contract you confirm your acceptance of the terms of the Data Protection Statement.

### **We will use information as follows:**

To supply services as requested by you including the transfer of information to employees, agents and third parties as required for this purpose.  
For administration purposes

Corefit UK LTD may also disclose details of your account to a debt collecting agency for collection and tracing purposes. Corefit UK LTD may transfer its business assets (which include information) on sale or merger of its business.

The Data Protection Act 1998 gives you certain rights, including the right to request a copy of your information and to have inaccurate information corrected. Please contact the Data Protection Manager, Corefit UK LTD, [team@corefituk.com](mailto:team@corefituk.com).

### **This guarantee should be retained by the Payer**

The Direct Debit Guarantee

- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits
- If there are any changes to the amount, date or frequency of your Direct Debit, Corefit UK LTD will notify you 5 working days in advance of your account being debited or as otherwise agreed. If you request Corefit UK LTD to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by Corefit UK LTD or your bank or building society you are entitled to a full and immediate refund of the amount paid from your bank or building society
  - If you receive a refund you are not entitled to, you must pay it back when Corefit UK LTD asks you to
- You can cancel a Direct Debit at any time by simply contacting us a month before your minimum period has ended. Please also notify us before cancelling at your bank.