
TERMS OF SERVICE

LAST UPDATED: 5 NOVEMBER 2024

If you have any questions or concerns about these Terms or our Services, please contact james@pinnaclestrengthlab.co.uk

Definitions

- **“Pinnacle Strength Lab”**: Refers to Pinnacle Strength Lab Limited, including any references to “we,” “us,” or “our”.
- **“Services”**: Refers to all products, services, and content provided by Pinnacle Strength Lab, including but not limited to personal training, online coaching, and nutritional guidance, whether offered through our website or otherwise.
- **“Site”**: Refers to our website, www.pinnaclestrengthlab.co.uk
- **“Account”**: Refers to the user account created to access the Services.
- **“Minor”**: Refers to individuals under the age of 18.
- **“Terms”**: Refers to these terms of service.
- **“You” or “Client”**: Refers to the individual accessing or using our Services.

1. Acceptance of Terms

These Terms are an agreement between you and Pinnacle Strength Lab. These Terms govern your use of our Site and any Services we offer.

By using our Services, you confirm that you have read and understood these Terms, meet our eligibility requirements, and agree to be bound by them. If you are using the Services on behalf of an entity, you confirm you have the authority to bind that entity. If you do not agree to these Terms, you may not use our Services.

2. Privacy Policy

By using our Services, you consent to the collection and secure storage of health and injury-related information as necessary for providing personalised training services. All data is handled in compliance with GDPR regulations. Our Privacy Policy explains how we collect and use your information. Please read it here: <https://pinnaclestrengthlab.co.uk/privacy-policy/>

3. Changes to the Terms

We may update these Terms at any time. Any changes will be effective immediately upon posting, and we will update the "Last Updated" date accordingly. By continuing to use our Services after any changes, you agree to be bound by the revised Terms.

4. Account Registration and Use

To use our Services, you may need to create an Account on our Site. By doing so, you agree:

- You are legally capable of entering into contracts.
- All information you provide is accurate and up-to-date.
- You will keep your Account information secure and not share it.

We may disable any Account at our discretion if you breach these Terms or for any other reason. You are responsible for all activities that occur through your Account.

5. Training for Under-18s

We offer training services to Minors with the express consent of a parent or legal guardian. The contract for Services will be between Pinnacle Strength Lab and the parent or guardian. The parent or guardian retains responsibility for the Minor's compliance with these Terms.

Parental Consent: Parents or guardians must sign a formal consent and release of liability form before a Minor can participate in any training programme.

Parental Responsibilities: Parents or guardians are required to disclose any health conditions, injuries, or other factors that may affect the Minor's ability to participate safely.

6. Health Disclaimer

Our Services include in-person and online training, which can be physically demanding. We strongly recommend that all Clients, including those with pre-existing conditions or injuries, consult with their GP or other qualified healthcare professional before participating in any of our training programmes. By using our Services, you acknowledge that you have been advised to seek medical advice before starting and that you participate at your own risk.

All Clients must disclose any pre-existing health conditions, injuries, or other factors that may affect their ability to participate safely in our Services. This includes both current and historical conditions or injuries. We reserve the right to request further relevant documentation before allowing participation.

Clients are responsible for notifying Pinnacle Strength Lab of any physical discomfort, injury, or health concerns immediately.

7. Supplements and Affiliate Recommendations

We may recommend supplements or other health-related products as part of our Services. Please note:

- **Optional Recommendations:** Supplement recommendations are entirely optional and are not included in the price of the training Services. You are free to purchase these supplements through us, independently, or not at all.

- **Affiliate Relationships:** Some supplement recommendations may be affiliated with partners, which may result in commissions for Pinnacle Strength Lab. However, these recommendations are based solely on our belief in the product and not on commission potential.
- **Disclaimer:** Pinnacle Strength Lab makes no guarantees regarding the quality, effectiveness, or safety of any recommended supplements. Clients are encouraged to make independent decisions regarding the use of supplements and are responsible for any risks involved.

8. Recommendations for Other Local Professionals

We may also recommend other professionals such as sports therapists or osteopaths. These recommendations are provided for your convenience and do not represent formal partnerships. Pinnacle Strength Lab does not endorse or guarantee the quality of services provided by these third parties, and any engagement with them is at your discretion.

9. Testimonials and Use of Client Images

We may use testimonials, feedback, and images (e.g. before and after images) provided by Clients for marketing and promotional purposes, including but not limited to our website and social media platforms.

Identifiable Images: We will seek express permission before sharing any images where the Client is identifiable, such as images showing their face or using their full name, before sharing publicly.

Under-18s: While we may share testimonials or feedback from the parent or guardian of Minors, we will never share any images, testimonials, or feedback from or of Minors without the express, written consent from their parent or guardian.

By using our Services, you agree to allow us to use testimonials, feedback, and images as described above. You may withdraw your consent at any time by contacting us, although previously published material cannot be withdrawn retroactively.

10. Liability Limitation (Jurisdiction)

These Terms are governed by the laws of England and Wales. Any claims or disputes arising from the use of our Services will be subject to the exclusive jurisdiction of the courts of England.

If you are based outside the UK, whether on a permanent or temporary basis, you agree that any disputes or claims will be governed by the laws of England and Wales and you understand and accept that insurance coverage is limited to incidents occurring within England and Wales.

11. Payment, Cancellation, and Refund Policies

11.1 Fixed-Term Programmes (e.g., 12 Weeks)

Clients enrolling in a fixed-term programme, such as a 12-week training package, have the following payment options:

- **Upfront Payment:** You may pay for the entire programme in full at the time of registration.
- **Monthly Instalments:** Alternatively, you may opt to pay in equal monthly instalments over the duration of the programme. For example, a 12-week programme can be paid for in 3 equal monthly payments. The first instalment is due at the time of registration, with subsequent instalments charged monthly.

Please note that fixed-term programmes can be cancelled within the first 30 days under our 30-day money-back guarantee if you are not satisfied with your progress. After the first 30 days, all payments must be made in full, and no refunds will be issued for cancellations beyond that point. This does not affect your statutory rights.

11.2 Rolling Monthly Contracts

Clients opting for our rolling monthly contract pay a monthly fee that provides access to the Services for that specific month. The following terms apply:

- **Monthly Payment:** Payment is made at the beginning of each month to secure access for that month.
- **Cancellation Policy:** You may cancel your rolling monthly contract at any time by providing at least two weeks' written notice. Once notice has been received, your contract will continue until the end of the current month or until the two-week notice period is fulfilled, whichever is later. No refunds will be provided for the current billing period once payment has been made.
- **Written Notice:** For clarity, 'written notice' includes email communication to james@pinnaclestrengthlab.co.uk or a signed letter delivered to our facility or registered address.

11.3 Cooling-Off Period

In accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, if you purchase a programme or subscription online, you have a 14-day cooling-off period during which you can cancel for a full refund, provided services have not yet begun. Once services begin, the cooling-off period no longer applies.

11.4 Missed Sessions

If you miss a scheduled session without providing at least 24 hours' notice, the session will be forfeited, and you will not be entitled to reschedule or receive a refund. Exceptions may be made at our discretion.

12. Use of Blog Content and Guest Posts

The information provided on our Site, including blog posts, is intended for educational purposes only and should not be interpreted as professional or medical advice. Clients should consult a healthcare professional

before making any changes to their diet, exercise routine, or supplement use based on blog content. Guest blog posts reflect the views of the contributor and not necessarily those of Pinnacle Strength Lab. We retain editorial rights but do not guarantee the accuracy of guest content.

All content provided by Pinnacle Strength Lab, including blog articles and training materials, is intended for personal use only. Any reproduction, distribution, or commercial use without express permission is prohibited.

13. Insurance and Indemnification

We carry Public Liability (PL) and Professional Indemnity (PI) insurance to provide coverage for incidents that occur during training. However, by participating in our Services, you acknowledge that physical training involves inherent risks, including the risk of injury. Clients with pre-existing or historical health conditions accept responsibility for managing these risks and release Pinnacle Strength Lab from liability related to any resulting health issues.

You agree to indemnify and hold harmless Pinnacle Strength Lab, its affiliates, employees, and representatives from any claims, liabilities, or damages arising from your use of the Services, including injury or health-related issues that occur during training sessions.

14. Availability of the Services

We aim to provide the best possible service, but we cannot guarantee that the Services will always meet your requirements or be error-free. If a fault occurs, please contact us at james@pinnaclestrengthlab.co.uk, and we will address it as soon as reasonably possible.

Your access to the Services may be restricted occasionally to allow for repairs, maintenance, or updates. We will provide advanced notice as far as possible and will restore the Services as soon as we reasonably can.

15. Emergency Protocols for In-Person and Online Training

In-Person Training: During in-person sessions at our facility, we will provide first aid assistance if needed. It is your responsibility to inform us of any health conditions or factors that may affect your ability to participate safely.

Independent Training Sessions (Including Home or Third-Party Facilities): If you undertake training sessions independently - such as at home or in a third-party facility or gym not affiliated with Pinnacle Strength Lab - you acknowledge and accept responsibility for managing any health risks or emergencies that may arise.

16. Entire Agreement and Governing Law

These Terms constitute the entire agreement between you and Pinnacle Strength Lab and supersede all prior agreements regarding the Services. They shall be governed by and construed in accordance with the law of England and Wales.