Data Processing

Definitions :-

Data Protection Legislation: The General Data Protection Regulation 2018 ("GDPR") as amended or updated from time to time, or any successor legislation.

Personal Data: Any information relating to an identified or identifiable natural person (a "data subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, and identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, generic, mental, economic, cultural, or social identity of that natural person.

For the purposes of the Data Protection Legislation, the customer is the data controller and Ignite Fitness is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).

Ignite fitness shall, in relation to any Personal data processed in connection with the performance by me of my obligations:-

(a) process that Personal Data only on the written instructions of the Customer;

(b) ensure that it has in place appropriate technical and organisational measures (that can be reviewed and approved by the Customer at the Customer's request), to protect against unauthorised or unlawful processing of Personal Data against accidental loss or destruction of, or damage, to Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (thus measures may include, where appropriate, encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal data can be restored in a timely manner after an incident, and regularly assessing the effectiveness of the technical and organisational measures adopted by it);

(c) ensure that only those individuals that need to access or process Personal Data will have access to and/or process Personal Data and those individuals are and will continue to be obliged to keep Personal Data strictly confidential in compliance with the Data Protection Legislation;

(d) assist the Customer, at the Customer's request and reasonable cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(e) notify the Customer and the Information Commissioner's Office ("ICO") without undue delay (and in any event in compliance with the required timescales set out in the Data Protection Legislation) on becoming aware of a Personal Data breach; and

(f) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by the Data Protection Legislation to store the Personal Data.

You hereby consent to Ignite Fitness appointing Stripe / Trainerize as a third-party processor of Personal Data under this agreement. Ignite Fitness confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement substantially on that third party's standard terms of business, but in any event, that such terms will ensure compliance by the third party with the Data Protection Legislation.

12. Ignite fitness reserves the right to use any "before and after" images within promotional materials, both web-based and offline and, accordingly, **you hereby consent to such usage.**

13. Upon signing up to our online coaching services at Ignite Fitness you'll be also placed onto our mailing list in order to keep you notified of any company changes, events and new content information. You have the right to opt out at any time to this list.

14. The information and advice provided by Ignite Fitness is not that of a medical professional and anybody wishing to follow the advice/programme is required to seek the advice of a qualified medical professional before doing so.

15. These terms and conditions are deemed to be accepted and agreed by you upon purchasing Ignite Fitness services via its website, without signature unless otherwise agreed upon in writing by both parties.

16. These Terms and Conditions and the relationship between you and Ignite Fitness (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England. Any dispute, controversy, proceedings or claim between you and Ignite Fitness relating to these Terms and Conditions or the relationship between you and Ignite Fitness (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England.

17. Your payment will be on a monthly rolling direct debit unless specifically designed, **after the initial 3-6 month** term, all payments can be stopped from recurring by emailing **sam@ignitefitness-coaching.com** with 30 day's notice before the payment is due to be finished to cancel the coaching.

18. If there is ever a situation in which your coach is unable to deliver their service to you, at the point of 14 days without the ability to deliver, you will be transferred to another coach to continue your service.

19. By purchasing the coaching and supported by verbal confirmation before starting, you will be confirming that you are signing up to Ignite Fitness for a minimum of 3-6 months commitment at the rate paid for the first month unless indicated otherwise. If you wish to stop within before the end of the agreement, the remaining amount owed to cover the initial term, will still be due

20. By purchasing this package, you agree and retain the right to opt out of the 3-6 month minimum commitment in the first 14 days as a term to which gives you time to trial the service. After 14 days if you do not opt out the coaching, the 3-6-month minimum will be implemented.