

CLIENT POLICY

Cancellation & Refund Policy

Monthly online coaching services

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Contact: startup@firefighterperformance.co.uk

This Policy explains how cancellations, pauses, appointments and refunds are handled for coaching supplied by START UP Firefighter Performance. It applies from the date it is published or otherwise provided to the client.

At a glance

- Coaching is monthly rolling, with no minimum commitment.
- A client may stop renewal at any time by messaging the coach or emailing startup@firefighterperformance.co.uk.
- Cancellation normally takes effect at the end of the current paid Coaching Month; the current month is not normally refunded.
- Consumer clients may have a separate statutory 14-day cooling-off right.

1. About this Policy

START UP Firefighter Performance is operated by Jack Burman as a sole trader. In this Policy, "START UP", "we", "us" and "our" refer to START UP Firefighter Performance. "Client" and "you" refer to the person or organisation purchasing the coaching service.

This Policy applies to all coaching services supplied by START UP, including one-to-one coaching, firefighter fitness preparation, firefighter performance coaching, testing and reporting where these form part of coaching, training programmes delivered through Fitr, coaching calls, messaging, weekly briefs and associated guides.

This Policy forms part of the Client Terms Agreement. It does not exclude or restrict any right or remedy that cannot lawfully be excluded or restricted. If a mandatory legal right conflicts with this Policy, the legal right takes priority.

2. How monthly coaching works

Following a screening call, the client and START UP agree a confirmed start date. The coaching arrangement begins when the first monthly payment is successfully made on that start date. The first payment covers the upcoming Coaching Month.

Unless cancelled, payment renews automatically each month on the monthly anniversary of the first payment date, or on the date used by the payment provider where a month has no corresponding calendar date. Each payment covers the next Coaching Month. There is no fixed term and no minimum commitment.

Any promotional or discretionary discount applies only as stated when offered. A discount does not reduce the client's statutory rights. Any refund is based on the amount actually paid, subject to applicable law.

3. Consumer cooling-off rights

3.1 Who has the statutory right

A client who is legally a consumer and enters the coaching contract online or at a distance will normally have 14 days to cancel without giving a reason. The period begins on the day after the contract is entered into, which will normally be the day after the first payment is made.

For this purpose, a consumer is an individual acting wholly or mainly outside their trade, business, craft or profession. An organisation purchasing coaching, or an individual purchasing wholly or mainly for business or professional purposes, may not receive these statutory consumer rights. The ordinary monthly cancellation rights in section 5 still apply unless a separate written agreement says otherwise.

3.2 Starting during the 14-day cooling-off period

Your coaching is intended to begin on the agreed Start Date. Where that date falls within the statutory 14-day cooling-off period, you may expressly request that START UP begins providing the coaching service immediately. If you make that request, your coaching may begin on Day 1 and you do not have to wait 14 days.

The request must be made actively and separately during sign-up or onboarding before any paid service begins. Payment or general acceptance of this Policy alone will not be treated as the required express request.

Starting immediately does not remove the consumer's 14-day right to cancel the ongoing coaching service. If the consumer requests an immediate start and then cancels during the 14-day period, START UP may deduct a reasonable and proportionate amount for services

supplied up to the time of cancellation. The calculation will use the agreed monthly price and the proportion of the overall service actually supplied. It may combine the value of completed bespoke work with a daily pro-rata amount for ongoing service and access where that pricing basis or any separate itemised value was made clear before purchase. Relevant work may include:

- needs analysis or further screening completed after the paid service begins;
- Fitr account setup and coaching access;
- review of onboarding, health, availability and training information;
- creation and delivery of the first individual training block; and
- coaching calls, messages, weekly briefs, reports or guides already supplied.

Any deduction will reflect what has actually been supplied and will not exceed the first monthly payment. No charge will be made for early services where applicable law prevents it, including where START UP failed to obtain the required express request or failed to provide required cancellation information.

A free screening call completed before the paid coaching contract begins forms part of the application process and will not be included as chargeable work when calculating a cooling-off deduction.

3.3 Digital materials

Reports, training programmes, weekly briefs, guides and other materials supplied electronically may amount to digital content or may form part of the overall coaching service. Where the law requires it, START UP will obtain the consumer's separate express consent to immediate digital supply and acknowledgement that the statutory cancellation right for that digital content will be lost once supply begins. This does not remove any

cancellation right that continues to apply to the service element of the coaching arrangement.

3.4 How to exercise the 14-day right

The consumer may cancel by sending a clear statement through Fitr messaging or by emailing startup@firefighterperformance.co.uk. No reason is required.

Where a statutory refund is due, START UP will issue it without undue delay and no later than 14 days after being informed of the cancellation. It will normally be returned to the original payment method without a refund fee. The client's bank or payment provider may take additional time to show the payment.

4. The agreed Start Date

Once the first payment is made and the required immediate-start confirmations have been collected, the client will receive Fitr access and START UP may begin needs analysis, onboarding, individual programme creation, coaching messages and calls on the agreed Start Date.

The client therefore does not normally need to wait 14 days. A delay is required only where a consumer chooses not to make the express request for immediate commencement. In that case, START UP will begin the affected service after the cooling-off period has ended.

4.1 Immediate-start confirmations

Where immediate commencement is requested, START UP will collect the following separate, unticked confirmations before the paid service or digital supply begins:

- Service: I expressly request START UP Firefighter Performance to begin providing my coaching service before the end of the 14-day cancellation period. I understand that if I cancel after the service begins, I may need to pay a proportionate amount for services supplied up to cancellation.
- Digital materials: I expressly consent to START UP Firefighter Performance supplying digital content immediately, including my training programme, reports, briefs and guides. I acknowledge that once this digital content is supplied, I lose my 14-day cancellation right in relation to that digital content.

The digital-materials confirmation relates only to digital content already supplied. It does not, by itself, remove the cancellation right for the ongoing coaching service.

5. Cancelling monthly coaching

5.1 How to cancel

A client may cancel the monthly rolling arrangement at any time by sending a clear message to the coach through Fitr or by emailing startup@firefighterperformance.co.uk. No notice period or reason is required, although a brief explanation is appreciated and may help START UP improve its service.

The coach will cancel the recurring payment on the client's behalf and confirm cancellation. The client should send the request before the next payment is processed if they do not want another Coaching Month. A request received after a renewal payment has already been processed will normally take effect at the end of the newly paid Coaching Month and will not normally generate a refund.

5.2 Effect of cancellation

Except where a statutory cooling-off cancellation, refund or immediate termination applies, active coaching continues until the end of the current paid Coaching Month. No further payment will be taken after cancellation has been processed.

Existing programmes, completed reports, messages, briefs and training history will normally remain visible in Fitr to the client and coach where the platform continues to support that access. After the paid period ends, the client will not receive new training, updates, calls, check-ins or active coaching support. Continued platform access cannot be guaranteed indefinitely because Fitr is a third-party service. Records will be handled in accordance with the START UP Privacy Notice and applicable data protection law.

6. Pausing coaching

Operationally, a pause is handled as cancellation of the existing monthly subscription followed by resubscription on an agreed return date. The return payment becomes the new monthly billing date.

A pause request should be sent before the next payment date. Payment stops from the next unpaid Coaching Month; a Coaching Month that has already been charged is not normally refunded. Reasonable pause requests may include:

- firefighter training school;
- injury, illness, health concerns or surgery;
- pregnancy;
- a long-term holiday of three weeks or more;
- personal or family circumstances;

- employment or shift-pattern changes; and
- financial difficulty.

Pause length is agreed according to the circumstances. No medical evidence is routinely required to request a pause, although START UP may reasonably request medical clearance before training resumes where this is necessary for safety and within the coach's professional scope.

There is no fixed limit on pauses. Where there are several short-term pauses, the coach may arrange a commitment discussion to decide whether active coaching remains appropriate. Existing app content and the Fitr messaging route may remain available during a pause, but no new programming or ongoing coaching service is included unless specifically agreed.

7. Calls, appointments and no-shows

A client may cancel or rearrange a coaching call, screening call, onboarding call or other booked appointment by emailing or messaging through Fitr at least 15 minutes before the scheduled start time. A timely cancellation may be rearranged using a new booking link.

A client is allowed a 15-minute lateness grace period. If the client does not attend within that period, or cancels with less than 15 minutes' notice, the appointment may be treated as forfeited. No separate missed-appointment fee applies, but no refund is due solely because the appointment was forfeited.

Where a missed appointment forms part of the application or onboarding process, the application may be closed and the client may need to submit a new application. START UP will email the client with either a new booking link or confirmation that the application has been closed, depending on the circumstances and any communication received.

7.1 When the coach must cancel

The coach is a serving firefighter. Although call availability following operational shifts includes a substantial buffer, exceptional incidents, delayed relief or other operational duties may occasionally prevent advance notice or timely attendance. Where possible, START UP will notify the client beforehand. If advance notice is not possible, START UP will contact the client as soon as reasonably practicable and provide a new booking link.

8. Refunds outside the cooling-off period

After any statutory cooling-off period has ended, payments are not automatically refundable merely because the client changes their mind, does not use the programme, misses sessions or check-ins, stops communicating, or no longer wants to continue during a paid Coaching Month.

START UP does not guarantee that a client will pass a recruitment assessment, obtain employment, achieve a particular fitness result or complete training school. A desired outcome not being achieved does not, by itself, create a right to a refund. This does not affect rights arising where the service itself was not supplied with the standard required by law or as agreed.

A duplicate or clearly erroneous payment will be refunded once verified. START UP may also agree a full or partial goodwill refund in genuinely exceptional circumstances. Any goodwill decision is made case by case and does not create an entitlement in another case.

When calculating a partial refund, START UP may take account of individual needs analysis, programme design, reports, app setup, coaching already delivered and the time-based

portion of the Coaching Month already supplied. Any amount retained must be reasonable, proportionate and permitted by law.

Approved refunds will normally be returned to the original payment method within 14 days of approval. Statutory refunds will be issued within the deadline required by law. START UP does not charge a refund administration fee.

9. Injury, health and changed circumstances

A client who becomes injured, unwell, pregnant, medically unable to train, affected by surgery, delayed in recruitment, admitted to training school, or affected by a significant employment or personal change should contact the coach promptly. START UP will discuss whether coaching should be adapted, paused or ended.

These circumstances do not automatically create a refund for a Coaching Month already supplied or begun. The pause and cancellation options in this Policy remain available, and START UP will consider exceptional circumstances fairly. Nothing in this section limits statutory rights.

10. Platform and service interruptions

If Fitr, Zoom or another essential platform is temporarily unavailable, START UP will first try to maintain coaching through reasonable alternatives, including rearranging calls or supplying instructions and programmes by email.

If a substantial interruption continues for one month or more and START UP cannot provide coaching to an appropriate standard through an alternative arrangement, START UP will discuss a reasonable remedy. Depending on the circumstances, this may include a pause, service extension, account credit, partial refund or full refund for the affected period.

The one-month operational threshold does not delay or restrict any remedy the client may already have under applicable law. If the coach is temporarily unavailable through illness, an emergency or operational duties, coaching may be paused, extended or covered through another suitable arrangement agreed with the client.

11. Suspension or termination by START UP

START UP may suspend or end coaching where reasonably necessary, including for:

- failed or overdue payment;
- abusive, threatening, discriminatory or seriously inappropriate conduct;
- unsafe training behaviour or disregard of reasonable safety instructions;
- failure to disclose relevant health or medical information;
- information showing that the requested service is unsafe, unsuitable or outside the coach's professional scope;
- misuse, copying or unauthorised sharing of programme content;
- repeated non-engagement that makes responsible coaching impracticable; or
- another material breach of the Client Terms Agreement.

Where reasonably possible, START UP will explain the concern and give the client an opportunity to correct it. Immediate suspension or termination may be used where necessary for safety, serious misconduct, non-payment or another material risk.

If START UP ends coaching for reasons not caused by the client and cannot provide an agreed alternative, any unused prepaid portion will be refunded. If coaching ends because of the client's breach, there is no automatic refund for services already supplied. START UP

will not retain an amount that would be disproportionate to the services supplied and the reasonable loss caused by the breach.

Where appropriate, cancellation will take effect at the end of the current paid Coaching Month and existing app access will remain as described in section 5.2. In a serious or safety-related case, active coaching, messaging support or access may be restricted immediately. Any refund required by law will still be provided.

12. Inactivity and inaccurate information

If a client does not complete sessions or check-ins, the coach may prompt them and discuss commitment. Non-use does not by itself cancel the subscription or create a refund. Where sustained inactivity makes it clear that coaching is no longer being used, START UP may contact the client and may cancel future renewal; the current paid Coaching Month will not normally be refunded.

If the client supplies inaccurate, incomplete or misleading information that makes coaching unsafe or unsuitable, START UP may adapt, suspend or end the service. There is no automatic refund, but any amount retained will be limited to services already supplied and reasonable losses, subject to applicable law.

13. Complaints

A complaint, cancellation concern or refund request should be emailed to startup@firefighterperformance.co.uk. The client should provide their name and enough information to identify the coaching arrangement. A reason is appreciated for refund and complaint requests, but is not required when exercising a statutory or ordinary cancellation right.

START UP will acknowledge the complaint within two business days. The coach may request further relevant information, review payment and service records, and offer an explanation, repeat performance, correction, extension, credit, price reduction or refund where appropriate. START UP will aim to resolve the matter as soon as reasonably practicable and will keep the client informed if additional time is needed.

Clients are encouraged to give START UP a reasonable opportunity to resolve a concern directly before escalating it. This does not prevent a client from exercising any legal right, contacting an appropriate consumer advice or enforcement body, using an available payment-provider process, or bringing a claim.

14. Consumer standards and remedies

Where the Consumer Rights Act 2015 applies, START UP must perform the service with reasonable care and skill and in line with information that forms part of the contract. If the legal standard is not met, the client may be entitled to repeat performance or an appropriate price reduction, which may be up to a full refund in a suitable case. These rights are separate from a change-of-mind cancellation.

Nothing in this Policy removes statutory rights under the Consumer Rights Act 2015, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 or any other applicable law.

15. Organisation-funded and business purchases

Where a fire and rescue service, employer or other organisation purchases coaching, that organisation is the contracting client unless agreed otherwise in writing. Statutory consumer cooling-off and refund rights may not apply. The monthly rolling cancellation, pause and

appointment arrangements in this Policy will otherwise apply unless the organisation and START UP enter a separate written agreement.

Any refund will normally be returned to the person or organisation that made the payment. Ending the purchaser's coaching arrangement may also end the individual participant's access to active coaching.

16. Contact

Contact detail	Information
Business	START UP Firefighter Performance
Operator	Jack Burman, sole trader
Email	startup@firefighterperformance.co.uk