Cancellation and Refund Policy

START UP Firefighter Performance

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This policy explains how to cancel or pause your monthly coaching, when a refund may be due, and how the 14-day cooling-off period works. It applies to the Firefighter Fitness Preparation Course (FFPC) and the Firefighter Performance Conditioning Programme (FPCP). You may stop monthly renewal at any time, with no minimum commitment or cancellation fee.

1. About this policy

Your service provider is Jack Burman, trading as START UP Firefighter Performance, a UK sole trader. In this policy, “we”, “us” and “our” mean START UP, and “you” means the named client. Contact us through private FITR messaging or startup@firefighterperformance.co.uk. Our correspondence address is 8 Lutley Drive, Stourbridge, DY9 0YQ, United Kingdom.

This policy is supplied alongside the separate Terms and Conditions and Coaching Agreement. The exact versions applying to your purchase are identified before acceptance and confirmed in writing. It covers coaching, included programming, reports, briefs, guides, messages and booked calls. The Privacy Notice explains how records are handled. Nothing in this policy removes or limits a statutory right or remedy.

2. Monthly coaching and payment

Coaching is a monthly rolling subscription paid in advance through FITR and Stripe. There is no fixed term or minimum commitment. Screening and pre-contract onboarding are free; no deposit or reservation fee is charged.

The contract is formed when your first payment is successfully processed after screening, approval and acceptance of the applicable documents. Completing an application, attending the free screening call, accepting documents earlier or creating a FITR account does not by itself start the paid contract. Your first payment date is confirmed in writing and is normally the agreed start date.

Each payment covers one Coaching Month. Renewal normally falls on the corresponding date each month, subject to the payment provider’s calendar and processing arrangements, until cancelled. The price and any discount are confirmed before payment. Refunds are calculated from the amount actually paid, subject to your legal rights.

If you choose to wait until the cooling-off period ends before coaching begins, we will confirm the payment date, coaching commencement date and period covered by the first payment before you pay. We will not begin the affected service or immediate digital supply during that period without the required separate request or consent.

3. Your 14 day cooling off right

3.1 Who has this right and when it begins

If you are legally a consumer and enter the contract online or at a distance, you normally have 14 days to cancel without giving a reason. A consumer is an individual acting wholly or mainly outside their trade, business, craft or profession. Your status depends on the circumstances; third-party funding alone does not decide it.

The contract date is the date your first payment is successfully processed after the required screening, approval and acceptance. You can cancel from that date until the end of 14 calendar days after it. The payment day is not counted as day one. For example, if the contract is formed on 8 October, the normal cancellation deadline is the end of 22 October. An earlier onboarding signature does not start this period.

The normal 14-day period may be extended by law if required cancellation information was not provided. An ordinary monthly renewal does not, by itself, create a new contract or restart this initial cooling-off period. Any additional cancellation right required by applicable law still applies.

3.2 Choosing an early start

You may actively request coaching to start before the cooling-off period ends. This choice is recorded separately in the Onboarding Pack before paid service begins. Payment, acceptance of the Coaching Agreement or acceptance of this policy alone is not an early-start request. You can instead choose to wait until the period ends.

An early start does not remove your cooling-off right for the ongoing coaching service. If you request an early start and then cancel during the period, we may retain a reasonable proportion of the agreed monthly price for the service actually supplied up to the time you tell us you are cancelling. The remaining balance is refunded.

The calculation considers the full monthly service and what has actually been supplied. Relevant work may include paid needs analysis, review of information, programme preparation and delivery, FITR setup and access, coaching, briefs and reports, and the elapsed service period. We will explain the calculation. We will not add a cancellation or administration fee, double-count the same work, or invent a separate setup or programme charge after purchase. Any combined calculation must remain proportionate and must not exceed the relevant payment.

The free screening call and pre-contract onboarding are not chargeable. You bear no cost for early services where the required express request or cancellation and early-service cost information was not obtained or provided, or where applicable law otherwise prevents a charge.

3.3 Programmes and other digital materials

Programmes, instructions, demonstrations, reports, briefs and guides supplied electronically may form part of the coaching service or constitute a separate digital-content element. Receiving a programme does not automatically remove your right to cancel the ongoing coaching service.

Where the digital-content cancellation rules apply, immediate supply requires your separate, active express consent and acknowledgement that the statutory cancellation right for that digital-content element is lost once supply begins. These confirmations are not preselected or combined with general acceptance, health-data consent or marketing choices. We confirm them in a form you can save, such as email.

Any loss of cancellation rights is limited to the digital-content element for which the legal requirements have been satisfied. If the required consent, acknowledgement or confirmation is missing, we will not charge for that digital supply where the law prevents it. The same work or material will not be charged twice as both coaching and digital content.

3.4 How to cancel during the period

Send a clear cancellation statement through private FITR messaging, by email to startup@firefighterperformance.co.uk, or by post to the address in section 1. The optional form at the end of this policy can be used, but is not compulsory. No reason or handwritten signature is required for an electronic cancellation.

For statutory cancellation, sending your statement before the deadline is sufficient; you do not have to wait for us to read or acknowledge it. Keep a copy or evidence of sending. A valid cooling-off cancellation ends the contract when communicated, rather than at the end of the Coaching Month. We will stop future renewal and confirm any refund and lawful deduction. Refund timing is explained in section 10.

4. Cancelling monthly renewal

Outside the cooling-off period, you may cancel at any time through private FITR messaging or startup@firefighterperformance.co.uk. No minimum notice period, reason, cancellation fee or early-termination penalty applies.

Your request must reach us before the next renewal payment is processed to prevent that payment. We will record the cancellation so later renewals stop and confirm the end date. A request received before renewal remains effective even if our administrative processing is delayed. An incorrect charge after timely cancellation will be corrected and refunded.

If you cancel after renewal has already been processed, cancellation normally takes effect at the end of the newly paid Coaching Month. The month already paid for is not normally refunded solely because you change your mind. Active coaching normally continues until that month ends, subject to any immediate termination, safety restriction or statutory remedy that applies.

Previously supplied programmes, reports, briefs, messages and training history may remain visible through FITR, subject to the platform's functionality and applicable retention arrangements. Once active coaching ends, new programming, amendments, feedback, check-ins and calls are no longer included. Continued platform access is not guaranteed indefinitely.

5. Pausing and returning to coaching

A pause is agreed with the coach and normally works by cancelling the existing subscription before the next payment, then resubscribing on an agreed return date. Billing stops from the next unpaid Coaching Month. An already charged month is not normally refunded. Your return payment becomes the new monthly billing date.

A pause may be agreed for training school, injury, illness, surgery, pregnancy, a holiday of three weeks or more, personal or family circumstances, employment or shift changes, financial difficulty, or another reasonable circumstance. There is no fixed maximum pause period or fixed number of pauses. We agree the length and likely return date according to your circumstances, available capacity and any safety requirements.

Medical evidence is not routinely required to request a pause. Appropriate professional clearance may be needed before training resumes where necessary for safety. Repeated short pauses may prompt a discussion about whether active coaching remains suitable. Previously supplied FITR content and the messaging route may remain accessible, but no new programming or routine ongoing coaching is included during a pause unless specifically agreed.

6. Calls and missed training

Give at least 15 minutes' notice through FITR or email to rearrange a booked coaching, screening or onboarding call. A 15-minute lateness allowance applies. If you do not attend within that time or cancel with less than 15 minutes' notice, the appointment may be treated as lost. Exceptional circumstances are considered fairly. No separate missed-call fee is charged, and losing a call does not by itself create a refund.

A missed screening or onboarding appointment may be rearranged or the application administratively closed, depending on the circumstances and communication received. We will confirm the next step in writing. A free application-stage appointment does not create a paid coaching charge.

No formal notice period applies to self-directed training sessions. Tell the coach promptly if illness, injury, fatigue, operational duties or other circumstances affect training. Sessions may be rearranged

or the programme adjusted where safe and practical. Missed training or unused included calls do not automatically accumulate, create a credit or entitle you to a refund.

Calls cancelled by the coach will normally be rearranged without charge. As the coach is a serving firefighter, exceptional incidents or delayed relief may sometimes prevent advance notice. We will contact you as soon as reasonably practicable. If a material included element cannot be provided within a reasonable time, an appropriate adjustment, extension, credit or refund will be considered, subject to your statutory rights.

7. Refunds after the cooling off period

There is no automatic refund solely because you change your mind, do not use coaching, miss sessions or check-ins, stop communicating, become unavailable or do not achieve a desired result. We do not guarantee a recruitment pass, employment, a particular fitness result or completion of training school. This does not limit rights where the service was not supplied as agreed or to the standard required by law.

Duplicate, erroneous or excessive payments will be corrected and the verified excess refunded without undue delay. Refunds may also be due for service we cannot supply, under a statutory remedy, or through an exceptional goodwill decision. Jack Burman considers goodwill requests fairly according to their individual circumstances; a goodwill decision does not create an automatic entitlement in another case.

If you become injured, unwell, pregnant, medically unable to train, affected by surgery, delayed in recruitment, admitted to training school, or affected by a significant personal or employment change, contact the coach promptly. We will discuss adaptation, a pause or cancellation. These circumstances do not automatically entitle you to a refund for service already supplied, but statutory rights and consideration of exceptional circumstances remain available.

8. Service interruptions and coach unavailability

Where FITR, a calling platform or another essential system is unavailable, we will try to maintain safe coaching through reasonable alternatives, such as business email, verified programme instructions or rearranged calls. Affected training may be postponed where instructions, records or safety information cannot be verified.

If illness, injury, firefighter duties, an emergency, leave or a platform failure materially affects delivery, we will explain the affected service and available arrangements as soon as reasonably practicable. Delivery may be rearranged, paused, extended or restricted. START UP is a sole-trader service and does not guarantee a substitute coach or uninterrupted availability.

If a material part of your paid service cannot be supplied within a reasonable time, we will assess a proportionate remedy for the affected service. This may include rescheduling, an extension, credit, cancellation or a partial or full refund. There is no requirement to wait one month before a remedy is

considered. If we end coaching for a reason not caused by you and cannot supply the remaining paid service, we will refund the unused affected portion. A credit or extension will not replace a refund to which you are legally entitled unless you agree.

We will not remove programme access solely because our own outage prevented payment or subscription administration. Incorrect or duplicate charges will be corrected. Normal failed-payment arrangements apply once the relevant systems are working.

9. Failed payments suspension and termination

After a failed renewal payment, you and the coach are notified. You have seven calendar days to resolve it while retaining programme access. FITR schedules an automatic retry after three days and sends payment-method reminders. If payment remains unsuccessful after seven days, the subscription is automatically cancelled and access to new training is removed. Access may resume after a paid subscription is successfully re-established. No late-payment or failed-payment administration fee is charged.

We may reasonably suspend or end coaching for non-payment, a material or repeated contractual breach, serious misconduct, abusive or discriminatory conduct, unsafe training, failure to provide necessary accurate information, misuse or unauthorised sharing of materials, service needs outside our professional scope, or repeated non-engagement that makes responsible coaching impracticable.

We normally explain the concern and give a reasonable opportunity to address it. Immediate restriction or termination may be necessary for safety, serious misconduct or another material risk. Ordinary failed renewals follow the seven-day process above. Sustained non-use does not itself cancel your subscription; we may contact you and stop future renewal where coaching is no longer being used responsibly.

Where coaching ends because of your breach, there is no automatic refund for service already supplied. Any amount retained must be lawful and proportionate to the service supplied and reasonable loss caused; it is not an automatic forfeiture of all prepaid money. Any refund required by law will be provided. Active support or access may be restricted immediately where justified.

10. How refunds are processed

A refund following a qualifying cooling-off cancellation will be made without undue delay and no later than 14 days after we are informed of the cancellation. A statutory service price-reduction refund will be made without undue delay and within 14 days beginning with the day we agree you are entitled to it. Other authorised refunds are processed without undue delay and normally within 14 days of approval. Any different mandatory legal deadline takes priority.

Refunds are normally processed through FITR and Stripe to the original payment method. Another method is used only where expressly agreed and legally permitted. No refund, cancellation or

administration fee is deducted, and payment-provider costs are not passed on as a refund fee. Your bank or card provider may take additional time to display the credit.

We will tell you the outcome, amount and basis of any deduction. Where someone else made the original payment, a refund normally returns to that payer's original payment method.

11. Third party funding and transfers

A third party, employer, sponsor or Fire and Rescue Service may pay for a named client without becoming the contracting client or gaining access to confidential coaching information. A different contracting arrangement must be expressly recorded in a separate written agreement. If an organisation contracts to buy coaching in its own right, statutory consumer cooling-off rights may not apply; these monthly cancellation and pause arrangements otherwise apply unless the separate agreement states differently.

Coaching is personal to the named client. A place, subscription, payment, credit, unused time or FITR access cannot be transferred or assigned to another person. This does not prevent an agreed third-party payment for a specifically named client.

12. Complaints and consumer remedies

Raise a complaint, cancellation concern or refund request through FITR or startup@firefighterperformance.co.uk. Include your name and enough information to identify the arrangement and concern. An explanation helps us investigate a refund request; no reason is required for ordinary or statutory cancellation.

We aim to acknowledge complaints within two business days and provide a final response within 14 calendar days. If more time is needed, we will explain why, give a revised target and keep you informed. Refund deadlines are not extended by the complaint process. Complaints about the coach's own conduct will receive proportionate independent input where needed for a fair review.

Where the Consumer Rights Act 2015 applies, coaching must be provided with reasonable care and skill and in line with information that forms part of the contract. If that standard is not met, you may be entitled to repeat performance or an appropriate price reduction, potentially up to a full refund. These remedies are separate from change-of-mind cancellation. Mandatory rights for digital content also remain unaffected.

Please give us a reasonable opportunity to address a concern. You remain free to seek independent advice, use an available card or payment-provider dispute process, contact a body with jurisdiction or bring a claim. We do not obstruct these rights, and duplicate recovery for the same loss is avoided. This policy does not exclude rights under the Consumer Rights Act 2015, the Consumer Contracts Regulations 2013 or any other applicable law.

Optional cancellation form

Complete and return this form only if you wish to cancel your contract. You can instead send any clear cancellation statement by FITR message, email or post. The form is optional for both cooling-off and ordinary monthly cancellation.

To Jack Burman trading as START UP Firefighter Performance, 8 Lutley Drive, Stourbridge, DY9 0YQ, United Kingdom. Email: startup@firefighterperformance.co.uk.

I hereby give notice that I cancel my contract for the supply of the following coaching service.

Coaching service:

Contract or first payment date:

Client name:

Client address:

Client email:

Date of this cancellation:

Signature only if sent on paper:

If you are stopping ordinary monthly renewal rather than exercising a cooling-off right, you may state that here. You do not need to use this form or sign an electronic message.