

# KETTLEFIT WEBSITE TERMS OF USE

**Effective Date:** 21 July 2026

Welcome to the KettleFit website ("Website"). By accessing or using this Website, you agree to be bound by these Terms of Use. If you do not agree with these terms, please do not use this Website.

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## 1. ABOUT KETTLEFIT

This Website is owned and operated by KettleFit ("KettleFit", "we", "our", or "us"), a fitness and training facility located in Nelspruit, Mpumalanga, South Africa.

The Website provides information regarding our services, membership options, training programs, events, promotions, and related fitness content.

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## 2. ACCEPTANCE OF TERMS

By accessing or using this Website, you confirm that you:

- Are at least 18 years of age or have the consent of a parent or legal guardian.
  - Have read and understood these Terms of Use.
  - Agree to comply with all applicable laws and regulations.
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## 3. WEBSITE CONTENT

All content available on this Website, including but not limited to:

- Text
- Images
- Videos
- Logos
- Branding
- Graphics
- Training material
- Downloadable content

is the property of KettleFit or its licensors and is protected by applicable intellectual property laws.

You may not:

- Copy, reproduce, distribute, or republish Website content without written permission.
- Use our branding or logos without authorization.
- Modify or create derivative works based on Website content.

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#### **4. INFORMATION PROVIDED**

While KettleFit strives to ensure that information published on this Website is accurate and current, we make no guarantees regarding:

- Accuracy
- Completeness
- Reliability
- Availability

Information on this Website is provided for general informational purposes only and should not be considered professional medical advice.

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#### **5. HEALTH AND FITNESS DISCLAIMER**

Participation in physical exercise and fitness activities carries inherent risks.

Any fitness information provided on this Website:

- Is for informational purposes only.
- Is not intended as medical advice.
- Should not replace consultation with a qualified healthcare professional.

Users are encouraged to consult a medical practitioner before commencing any exercise or fitness program.

KettleFit accepts no responsibility for injuries, illnesses, or damages arising from reliance on information contained on this Website.

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#### **6. MEMBERSHIP APPLICATIONS**

Submitting a membership enquiry or application through this Website does not automatically create a membership agreement.

Membership becomes effective only after:

- Completion of all required documentation;
- Acceptance by KettleFit; and
- Compliance with any applicable payment requirements.

Additional terms may apply to memberships and services.

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## **7. THIRD-PARTY LINKS**

This Website may contain links to external websites operated by third parties.

KettleFit:

- Does not control third-party websites;
- Does not endorse their content;
- Accepts no responsibility for their availability, accuracy, or privacy practices.

Accessing third-party websites is at your own risk.

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## **8. WEBSITE AVAILABILITY**

We reserve the right to:

- Modify Website content;
- Suspend access;
- Remove features;
- Perform maintenance;

at any time without prior notice.

We do not guarantee uninterrupted availability of the Website.

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## **9. PROHIBITED USE**

You agree not to:

- Attempt unauthorized access to Website systems.
- Introduce malware, viruses, or harmful code.
- Use automated systems to scrape Website content.
- Interfere with Website functionality.
- Use the Website for unlawful purposes.

Any violation may result in restricted access and legal action where appropriate.

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## **10. LIMITATION OF LIABILITY**

To the fullest extent permitted by South African law, KettleFit shall not be liable for any:

- Direct damages;
- Indirect damages;
- Consequential damages;
- Loss of profits;
- Loss of data;
- Business interruption;

arising from the use of or inability to use this Website.

Your use of the Website is entirely at your own risk.

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## **11. PRIVACY**

Use of this Website is also governed by our Privacy Policy.

By using this Website, you consent to the collection and processing of information as described in our Privacy Policy and in accordance with the Protection of Personal Information Act, 2013 (POPIA).

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## **12. CHANGES TO THESE TERMS**

KettleFit reserves the right to amend these Terms of Use at any time.

Updated versions will be published on this Website and become effective upon publication.

Continued use of the Website constitutes acceptance of the revised Terms.

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## **13. GOVERNING LAW**

These Terms of Use shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.

Any disputes arising from the use of this Website shall be subject to the jurisdiction of the South African courts.

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#### **14. CONTACT DETAILS**

**KettleFit**

38 Langenhoven Crescent Nelspruit, Mpumalanga, South Africa

**Email:** [info@kettlefit.co.za](mailto:info@kettlefit.co.za)

**Phone:** 013 880 1344

For any questions regarding these Terms of Use, please contact us using the details above.