

## Terms and Conditions

1. INTERPRETATION AND VARIATION 1.1 In the Terms and Conditions the following definitions apply: "Company" means Loving Pilates Studio Ltd . "Member means any person that has registered on the Loving Pilates Studio Ltd, booking system and which registration has been accepted by the Company. "Studio" means Loving Pilates Studio Ltd, 10 Gawsorth Avenue, Manchester M20 5NF. "Terms and Conditions" means these terms and conditions.

1.2 References in the Terms and Conditions to the singular will include the plural and vice versa and references to the masculine gender will include references to the feminine gender.

1.3 The Terms and Conditions are incorporated into the Registration Form.

1.4 The Company reserves the right to vary and revoke the Terms and Conditions from time to time which variation it may consider necessary or desirable for the regulation of the affairs of the Studio and the conduct of Members. Any such changes will be notified to Members and, until revoked, are and will be binding on Members.

1.5 The Terms and Conditions will be governed by the laws of England and subject to the exclusive jurisdiction of the English courts.

## 2. MEMBERSHIP

2.1 Subject to condition

2.2, when a person has completed the Registration Form he will become a Member of the Studio.

2.2 Acceptance of a person as a Member is in the absolute discretion of the Company.

2.3 The Company reserves the right to expel from the Studio, suspend for a specific period or refuse to renew the membership of any Member whose conduct is or may, in the Company's reasonable opinion, be injurious to the character of the Studio or which amounts to a breach of the Terms and Conditions or where such expulsion is otherwise in the interests of the other Members of the Studio. Any Member so expelled will forthwith cease to be a Member of the Studio and will not be entitled to any refund for any period during which his membership is suspended.

2.4 If a Member brings a guest to the Studio for a session that guest must before the commencement of the relevant session become a Member in accordance with and subject to the Terms and Conditions.

## 3. STUDIO OPENING TIMES

3.1 Details of session times at the Studio may vary from time to time. Session times will be published by the Studio and will be available either at the Studio or at [www.lovingpilatesuk.com](http://www.lovingpilatesuk.com)

3.2 The studio may be closed 2 weeks over Christmas and 3 weeks over the summer period. Monthly payments, have considered this in the monthly payments set up and incorporated into the cost.

## 4. PAYMENT TERMS

4.1 Details of session prices and gift certificate prices are available either at [www.lovingpilatesuk.com](http://www.lovingpilatesuk.com) or directly from the Studio and will be such prices as determined by the Company from time to time.

4.2 A Member may not attend any session at the Studio without first booking and paying for the relevant session.

4.3 Payments for sessions and gift certificates in any amount are non-refundable unless otherwise stated in the Terms and Conditions.

4.4 A Member may only buy gift certificates for other Members.

4.5 Class passes are personal and non transferable.

## 5. BOOKINGS AND CANCELLATIONS

5.1 A Member may only book or reschedule sessions for themselves via their personal Studio booking facility at [www.lovingpilatesuk.com](http://www.lovingpilatesuk.com) or by emailing [Rikke@lovingpilatesuk.com](mailto:Rikke@lovingpilatesuk.com)

5.2 Members will be charged for a session where cancellation or the rescheduling of a session is not made online or emailed to [Rikke@lovingpilatesuk.com](mailto:Rikke@lovingpilatesuk.com) within the notice period specified for that session.

5.3 Sessions are booked on a first-come first-served basis. A Member may use the waiting list facility on the booking system in the event that his first choice session is unavailable. If a Member joins the waiting list for a particular session and then books that session this booking will be subject to the Terms and Conditions in the usual way. 5.4 All our Pilates classes are subject to a 24-hour full fee cancellation policy.

5.5 Classes purchased as a block of 6 must be used within 8 weeks, as a block of 12 within 15 weeks. Classes not used within time period are lost.

5.6 Classes can be booked as fits the pass owner, however must be done so within the Terms and conditions specified.

5.7 All classes must be paid for in advance when booking a space. Classes must be booked online or emailed to [Rikke@lovingpilatesuk.com](mailto:Rikke@lovingpilatesuk.com)

## 6. CLASS FEES AND REFUNDS

6.1 Class fees may be increased by Loving Pilates Studio Ltd. at any time. The Proprietor shall give the Clients not less than 14 days notice prior to any such increases.

6.2 Class fees are non refundable.

6.3 Unused classes on class passes are non refundable.

6.4 The rights of cancellation and refund and any limitation expressed in these terms and conditions do not affect your statutory rights as a consumer. Refunds in relation to Products or Services may only be credited to the credit or debit card originally used to make the purchase. An administration fee of £10 is applicable.

6.5 Subscriptions will have a month notice period.

## 7. FITNESS AND HEALTH

7.1 Members are advised not to undertake strenuous physical activities without first seeking medical advice if they have concerns over their physical condition. The Studio reserves the right to refuse access to any Member if, in its absolute discretion, it considers that the health of the individual concerned may be endangered by the use of such facilities.

7.2 Members with low/high blood pressure and/or cardiac irregularities should not attend class. If there is any doubt, the Member should consult his doctor. Members must notify the Studio of any circumstances affecting their health which may be exacerbated through continued use of the Studio.

7.3 Members are required to follow the instructions of the instructor at all times.

## 8. LIMITATION OF LIABILITY

8.1 The Company cannot be held responsible for any particular session, instructor and/or item of Pilates equipment not being available for whatever reason. The Company reserves the right to make alterations to the sessions, instructors and/or equipment, as well as to those ancillary facilities (e.g. showers), provided to Members, without notice and in its absolute discretion and the Company will not be liable for any loss occasioned by such alterations except insofar as such loss is by law incapable of exclusion.

8.2 It is the Member's responsibility to ensure that he is capable of undergoing a routine of exercises provided by any program which he follows or class which he attends. Members accept the risk of injury from performing exercises and are advised to consult their doctor prior to beginning any session.

8.3 The Company accepts no liability for loss or damage to property of Members or for injury to Members on the Studio premises or outside the Studio except insofar as such loss, damage or injury is by law incapable of exclusion.

## 9. USE OF FACILITIES

9.1 A Member is entitled to use the Studio's facilities provided always that the Studio may at any time without notice withdraw all or part of its facilities for any period or periods and with notice, where practicable, in connection with any cleaning, repair, alteration or maintenance work or for reasons beyond the control of the Studio or the Company.

9.2 Children under the age of 16 may only use the Studio and attend classes if accompanied by an adult. Unless booked into the teen yoga class.

9.3 Children over the age of seven may not enter changing rooms or other areas reserved for the opposite sex, regardless of whether they are accompanied by an adult.

## 10. PERSONAL BELONGINGS

Personal belongings are brought onto the Studio premises at the Member's own risk and the Company does not accept liability for any loss or damage whatsoever to such items.

## 11. DRESS

Members are requested to wear a form of dress appropriate to the practice of Pilates, Loving Pilates recommend that Members wear stretch pants or shorts and a T-shirt or sports top. Members should attend sessions barefoot or with non slip socks. Footwear should be removed in the reception area before entry to the studio.

## 12. SAFETY & HYGIENE

12.1 In the interests of safety and hygiene, no crockery, glass or food are permitted in the changing rooms or studio. Only water is permitted in the Studio. Other than with the exception of guide dogs no pets are permitted in the Studio buildings or grounds. 12.2 Notwithstanding paragraph above, Members must not walk around the Studio barefoot if they have verrucas or similar foot complaints.

12.3 Members must use the main entrance to the Studio when entering or leaving the Studio. Fire exits, which are clearly marked, are there in the interests of safety and Members must not interfere with these exits for any reason. In the event of a fire, Members are asked to make their way to the nearest available exit.

12.4 Smoking is forbidden in the Studio.

### 13. GENERAL

13.1 Members are required to give notice to the Company of any change of home address or email address. Failing such notice, all communications will be assumed to have been received by the Member within five days of mailing to the last address (of either type) notified to the Company. 13.2 The Company reserves the right to refuse admission to the Studio. 13.3 The Company may assign the benefit of the Registration Process and a Member's membership to a third party at any time without notice to the Member. 13.4 A person who is not a party to the Registration Process has no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of the Registration Process. 13.5 The Company may, if a Member so wishes, communicate with the Member by electronic mail ("email"). By providing an email address to the Company the Member consents to receiving email communications from the Company, including notices pursuant to the Terms and Conditions. The Member also accepts the risk that email may not be a secure and confidential means of communication. The Company will not be liable for any loss or damage suffered as a result of communicating with a Member by email. 13.6 Members must at all times observe the Studio guidelines which may be notified to them from time to time and are requested to comply with any reasonable directions which the management of the Studio may issue to ensure the smooth operation of the Studio for the convenience of all Members. 13.7 Any marketing, educational or other materials of this nature whatsoever produced by the Company in connection with the Studio and which are made available to Members at the Studio will at all times remain the property of the Company and will be subject to the Company's copyright.