

**TERMS AND CONDITIONS  
(GROUPS ONLY: PER CLASS  
PROVIDER)**

**FITNESS CLASSES  
NO PACKAGE BOOKING  
E>>**

**BACKGROUND:**

These Terms and Conditions are to

apply:

- A. to provision of any Fitness  
Fitness Class Provider>> [  
of Registration>> under  
registered office is at <<Ad
- B. where the customer is a “C

use 1 below) by <<Insert Name of  
company registered in <<Country  
Registration Number>> whose

the Consumer Rights Act 2015.

**1. Definitions and Interpretation**

1.1 In these Terms and  
following expression

the context otherwise requires, the  
meanings:

**“Business”**

trade, craft, or profession carried  
person/organisation;

**“Consumer”**

is defined by the Consumer Rights  
on to these Terms and Conditions  
who receives or uses services from  
or more Fitness Classes for the  
use and for purposes wholly or  
poses of any Business;

**“Data Protection  
Legislation”**

ection Act 1998 and the General  
ulation (GDPR) (Regulation (EU)  
or replaced from time to time;

**“Fitness Class”**

sion at which We provide or lead  
e class, including any teaching,  
ng and all facilities, services,  
goods and materials which we  
on with any such Fitness Class;

**“Our premises”**

t which We hold Fitness Classes  
address as above] **OR** [<<Insert  
in Clause 3.18 it means “business  
the Regulations;

**“Price List”**

price list for all Fitness Classes  
list of Fitness Classes and their  
n <<Insert Location E.g. Website,  
Desk>>;



**“Registration Form”**

**“Regulations”**

**“We/Us/Our”**

**“You/Your”**

- 1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
- 1.2.1 “these Terms and Conditions”; and
  - 1.2.2 a Clause or Clauses of these Terms and Conditions;
- 1.3 The headings used in these Terms and Conditions are for convenience only and shall not affect the interpretation of these Terms and Conditions;
- 1.4 Words signifying the singular shall include the plural and vice versa;
- 1.5 References to any gender shall include the other gender.

## **2. Registration**

- 2.1 In order to attend any Fitness Class, You must have to register with Us and You may do so by completing the Registration Form and agreeing in that Form to these Terms and Conditions.
- 2.2 The details that You must provide in the Registration Form must be complete and correct, including confirmation that You are 18 or over and a “Consumer”, and that You agree to these Terms and Conditions, including any safety matters and the rules set out in Clauses 6 and 7 of these Terms and Conditions.
- 2.3 You may book and attend any Fitness Class only once We have accepted Your application to register means that that application to register means (whether or not You (or otherwise) book a Fitness Class. Our decision whether to accept Your application to register is in Our absolute discretion.
- 2.4 Upon Our acceptance of Your application to register, there shall be a contract between You and Us on these Terms and Conditions.

## **3. Booking and Cancellation, Expulsion, and Consumer Rights**

- 3.1 You must be 18 or over to book and attend any Fitness Class.



- 3.2 A Fitness Class and No priority is given come-first-served basis and/or time for any Fitness Class for that particular
- 3.3 Each Fitness Class book it for it to take a small Fitness Class 3>> other people] unless
- 3.4 You may book a through [Our website]
- 3.5 We will only provide for it [except where in]"[or]"wait list"] but you request a book come along to Our You the opportunity wait list space for booking] [or] [a drop arriving]. If We tell placed You on a wait Class and be at Our before the Fitness Class
- 3.6 When you book and in sub-Clause 3.11 cancelled) for a date the date when You Class not booked (unless You cancel Conditions in that case
- 3.7 Your request for a booking accept any booking We tell You that We and You have paid for that Fitness Class
- 3.8 When You book and for it, and We will book sub-Clause 3.11 before prior notice of at least
- 3.9 We may treat a Fitness without notice to Us start of any warm up Fitness Class. We may Fitness Class that We may decide to remove sub-Clause 3.11 before
- 3.10 You may cancel a <<Insert Period E.g. so We will refund cancel You ask to replace accept that substitution

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ess Class is subject to availability. ss Class are allocated on a first-come or guarantee any particular date You book and pay for the Fitness

number E.g. 8>> or more people to be able as, and specifically booked as, a maximum of <<Insert Number E.g. 2 or 6>> other people].

on][,] [by email][,] [by phone] [or booking system].

if You have pre-booked and paid to participate in it on a ["drop in". If it is already fully booked when to a wait list for it] [or] [You can participate in the Fitness Class if [a person to another person cancelling a place available due to another person not ability [by phoning You after We have asked to book and pay for the Fitness Class than <<Insert Number>> minutes

Class You must book (or, as set out in place any booked Fitness Class within [one][two][three] month[s] after booking or rebooking. A Fitness Class within that period will be lost and, a refund under these Terms and any payment You have made for it.

Class will be an offer, but whether We accept in Our discretion. Only if and when You book a particular Fitness Class binding contract between You and Us

require You to pay Us in advance for all of that payment as set out in the Fitness Class without giving Us notice as in Clause 3.10>>.

have booked as cancelled by You at the start of the Fitness Class [or the end] or You do not attend any of the Fitness Class (not obliged to) give Your place in the Fitness Class to a "wait-list"[or]"drop in" customer. If that cancelled Fitness Class, and

charge if You give Us at least 24 hours of the cancellation, and if You do not pay in advance unless when You book a Fitness Class instead and We



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|---|--|---|
| <p>3.11 If You do not give Us notice of cancellation of any net financial loss due to Your cancellation sum You paid in advance balance to You.</p>   |  | <p>We will be entitled to charge You for that Fitness Class that We suffered to deduct that charge from any Fitness Class, and We shall refund any</p>  |
| <p>3.12 If, due to exceptional circumstances, accidents and bereavement, at least &lt;&lt;Insert Same&gt;&gt; prior notice, We will consider whether to waive any charge to make under sub-Clauses 3.9 or</p>   |  | <p>including, but not limited to, illness, Fitness Class without giving Us at least &lt;&lt;Insert Same&gt;&gt; prior notice, We will consider whether to waive any charge to make under sub-Clauses 3.9 or</p>   |
| <p>3.13 We may cancel a Fitness Class and date of that Fitness Class.<br/>3.13.1 The required number of people for the Fitness Class have not booked<br/>3.13.2 The required equipment is not available; or<br/>3.13.3 An event of force majeure more than 14 days before the start of the Fitness Class;<br/>3.13.4 We find that it is not feasible (above).</p>   |  | <p>You at any time before the time of such circumstances:<br/><br/>If the required number of people for the Fitness Class have not booked or if the required equipment for the Fitness Class is not available, we will refund to You the amount paid by You for that Fitness Class. If an event of force majeure occurs and continues for more than 14 days before the start of the Fitness Class, or if we find that it is not feasible (as defined in Clause 1.1) to hold the Fitness Class in those circumstances We will refund to You in full the payment that You made for that Fitness Class.</p>  |
| <p>If We cancel a Fitness Class in full the payment that You made for that Fitness Class will be refunded to You.<br/>3.14 We will use all reasonable endeavours to ensure that the Fitness Class that You have booked at its scheduled time is not overrun of a previous class. If the start is at least 20 minutes before or after You arrive, we will notify You that there will be a delay of at least 20 minutes and we will refund to You in full the amount paid for that Fitness Class.</p> |  | <p>stances We will refund to You in full the payment that You made for that Fitness Class.<br/><br/>We will start the Fitness Class that You have booked at its scheduled time, but the start may be delayed by up to 20 minutes due to other circumstances. If a delay to the start of the Fitness Class of more than 20 Minutes&gt;&gt;, or, if at any time during the Fitness Class we notify You that there will be a further delay of more than 20 minutes, you may elect the Fitness Class and We will refund to You the amount paid for that Fitness Class and we will not be liable for any compensation we have made to Us for that Fitness Class.</p> |
| <p>3.15 Fitness Classes [and Events] are subject to change from time to time but We will try to give You as much prior notice as possible of any such changes.</p>  |  | <p>[and Events] are subject to change from time to time but We will try to give You as much prior notice as possible of any such changes.</p>   |
| <p>3.16 We reserve the right to expel You from Our reasonable opinion, harmful to the safety of others, or otherwise in the interests of the Club or any other Fitness Class. You will not be entitled to attend any other Fitness Class until such expulsion.</p>  |  | <p>Fitness Class if Your conduct is in breach of these Terms and Conditions or is or may be in Our reasonable opinion, harmful to the safety of others, or amounts to Your breach of these Terms and Conditions. In Our reasonable opinion such expulsion is justified. You will not be permitted to attend that Fitness Class or who are in breach of these Terms and Conditions to be held subsequently. You will not be entitled to attend any other Fitness Class started but not completed due to such expulsion.</p>  |
| <p>3.17 Where the contract Regulations give You the right to request a Fitness Class in addition to the above provisions of this Clause 3. You may for any period after We accept your booking includes any Fitness Class on a date which is within the 14 day expressly requested</p>  |  | <p>not made on Our premises, the above provisions of this Clause 3.17, and they will not be entitled to request a Fitness Class during the 14 day period after the booking includes any Fitness Class on a date which is within the 14 day period, and if You have requested a Fitness Class in that 14 day</p>   |



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period and We do not refund the payment(s) to You for the Fitness Class(es) covered by the booking. You must pay for it. If You book any other Fitness Class and You cancel as allowed by the Terms and Conditions, You must refund the payment(s) to Us for the Fitness Class(es) covered by the booking within 14 days of receiving the booking confirmation.

that requested Fitness Class and the Terms and Conditions of Clause 4, and You may only cancel any booking. If You request that Your booking be cancelled, You may do so in any way convenient to You. If You have already made any payment(s) to Us for the Fitness Class(es) covered by the booking, We will refund the payment(s) to You within 14 days of receiving the booking confirmation. The amount due for the Fitness Class(es) covered by the booking will be provided.

#### 4. Fees and Payment

- 4.1 You must pay in advance for all Fitness Classes that are listed on the Price List for all Fitness Classes that are available at the School.
- 4.2 You may pay Us for any of the following methods:
  - 4.2.1 <<Insert Method of Payment>> By Phone or Using Our Online Booking System
  - 4.2.2 <<Insert Method of Payment>> At the School>>;
  - 4.2.3 <<Insert Method of Payment>> By Debit Card or Credit Card at the School>>; or
  - 4.2.4 <<Insert Additional Method of Payment>>
- 4.3 We may alter Our Price List from time to time, but if the price of any Fitness Class increases before You book it and the date of the booking is on or after the date of the Price List, the price will apply to You for the Fitness Class on that date.
- 4.4 All prices of Fitness Classes on the Price List are inclusive of VAT.

#### 5. Eligibility to take a Fitness Class

- 5.1 We only make any Fitness Classes available to a "Consumer" (as defined in Clause 1 above), and You must be a "Consumer" in connection with any booking. If at any time We find that you are not a "Consumer", We reserve the right to cancel Your registration forthwith by giving You notice and You will not then be entitled to attend any further Fitness Classes.
- 5.2 We will not accept any booking for a Fitness Class if You are under the age of <<Insert Age E.g. 18>> or over. We may require evidence of Your age.

#### 6. Fitness, Health and Safety

- 6.1 You acknowledge that Fitness Classes may be physically strenuous and You agree that You will participate in such Fitness Classes with full knowledge that even if the instructor is not negligent there is a risk of personal injury or damage to property from Your participation in such a Fitness Class.
- 6.2 Certain Fitness Classes may not be suitable for You if You have special needs, or any medical, health or safety condition.



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- 7.1 We do not permit You or any person acting on Your behalf to:
- 7.1.1 smoke anywhere on the premises of which Our premises are a part; [or the premises of which Our premises are a part]
- 7.1.2 [make or receive any telephone call at Our premises]. [Mobile phones should be switched off when attending a Fitness Class;]
- 7.1.3 bring to Our premises or to any part of the premises of which Our premises are a part] any child or person <<Insert Age E.g. 10>> as We do not permit children or persons under the age of <<Insert Age E.g. 10>> to attend the Fitness Class.



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- es [or the premises of which Our  
tion of guide dogs. If You require  
uld inform Us of that when You

- cept water) or food into any part of a plastic bottle or paper cup, is

- clothing, footwear [or other items], those requirements and You must wear footwear not worn for the Fitness Class. We tell You about on arrival [in the areas]. Loosely swinging or sharp objects are not allowed in the Fitness Class. If You do not comply with these requirements, we will not allow You to participate in the Fitness Class.

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- Location E.g. Our Website, Our

- <Insert Sum(s) E.g. £10>>].

- specified on the gift voucher or,

- Fitness Classes and may not be

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- lay in performing Our obligations beyond Our reasonable control.

- 11 occurs that is likely to adversely  
12 under the contract, We will try to  
13 possible, Our obligations will be  
14 are bound by will be extended  
15 event is over and provide details of  
16 nesses Classes as necessary. You  
17 nesses Class(es) which do not take  
18 in full the advance payment that  
19 nesses Class(es).

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- the loss or damage that You may suffer under these Terms and Conditions or as a result of the use of the Service, foreseeable if it is an obvious result of the use of the Service or if it is contemplated by You and We will not be responsible for any

- You only for Your personal and

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private use/purpose  
clothing or other goods  
business, industrial or  
resale). We will not be  
interruption to business

arranty or representation that any  
sell to You are fit for commercial,  
nal purposes of any kind (including  
y loss of profit, loss of business,  
business opportunity.

10.3 Each of Our instru  
Fitness Class which  
medical or similar  
appropriate medical

qualified to conduct the particular  
their advice does not include any  
stitute for advice provided by an  
ssional or therapist.

10.4 If You bring any per  
to keep them safe d  
will be at Your own  
deliberate or neglig  
any loss or dama  
customer, guest or  
them in any place  
advise You not to b

ur premises, We do not undertake  
ace for them. Their loss or damage  
ch loss or damage is due to any  
aff. We will not be responsible for  
elongings caused by any other  
s even where You leave or store  
d to in Clause 7.2. We therefore  
ngs to Our premises.

10.5 Nothing in these Te  
Our liability for dea  
that of Our employ  
misrepresentation.

ntended to or will exclude or limit  
sed by Our negligence (including  
ractors) or for fraud or fraudulent

10.6 Furthermore, if you  
2015, or a consum  
legislation, nothing  
exclude, limit, preju  
You, or Your rights

efined by the Consumer Rights Act  
f any other consumer protection  
Conditions is intended to or will  
any of Our duties or obligations to  
ity to You, under:

10.6.1 the Consum

10.6.2 the Regulati

10.6.3 the Consum

10.6.4 any other co

as that legislation is

For more details c

Advice Bureau or T

or  
ation  
me.

ase refer to Your local Citizens'

## 11. Changes to Terms and C

We may from time to time  
notice, but We will use C  
reasonably possible of any

nd Conditions without giving You  
urs to inform You as soon as is

## 12. How We Use Your Person

rotection)

12.1 In so far as adn  
registration involve  
any data obtained f  
to, Your name and  
and in accordance  
time to time, and t  
rights under that Da

or providing Fitness Classes or  
or holding or otherwise processing  
nal data (including, but not limited  
do so with Your express consent  
ons reasonably given by You from  
a Protection Legislation and Your  
and these Terms and Conditions.

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12.2 We may use Your p

follows:

12.2.1 to adminis  
registration

Business Classes for You and Your  
Business Classes to You;

### 12.2.2 to process

## Classes;

12.2.3 in certain d  
Classes o  
personal in  
are also bo  
hold Your p

For example, You wish to pay for Fitness  
 Your consent, We may pass Your  
 reference agencies. These agencies  
 on Legislation and should use and  
 accordingly.

We will not pass on Y  
first obtaining Your ex

to any other third parties without

## 13. Regulations

We are required by the R made available to You as before We accept Your information is already appa the information itself either will make it available to Yo booking. All of that inform terms of Our contract with Y

at certain information is given or make Our contract with You (i.e. e a booking) except where that the transaction. We have included conditions for You to see now, or We request to register and/or make a y the Regulations, be part of the

## 14. Information

As required by the Regulator

14.1 all of the information

and

14.2 any other information  
Ourselves and Our  
make a booking or v

ou about any Fitness Classes or  
ke into account when deciding to  
ecision about Fitness Classes

will be part of the terms of

a Consumer.

## 15. Complaints

We always welcome feedback and your  
endeavours to ensure that we are  
nevertheless want to hear from you  
any complaint about Our Food.  
Our staff, please raise the issue  
can be contacted at Our premises.

ist We always use all reasonable  
r customer is a positive one, We  
y cause for complaint. If You have  
ther complaint about Us or any of  
ame of Person to Contact>> who  
od E.g. Phone, Email or Post>>].

## 16. No Waiver

No failure or delay by Us  
Conditions means that We  
of a breach of any provisio  
will waive any subsequent

any rights under these Terms and  
right, and no waiver by Us or You  
Conditions means that We or You  
any other provision.

## 17. Severance

If any provision of these T

held by any competent authority to



be invalid or unenforceable, the validity of the other provisions of these Terms and Conditions shall not be affected.

the provision in question shall not

## 18. Law and Jurisdiction

18.1 These Terms and Conditions shall be governed by, and construed in accordance with, the law of [England & Wales] [Scotland].

and the relationship between you and Us (whether or not a contract) shall be governed by, and construed in accordance with, the law of [England & Wales] [Northern Ireland]

18.2 As a consumer, you acknowledge that this Clause 18.1 above takes away or reduces your rights under the law of your country of residence.

mandatory provisions of the law in your country of residence. Clause 18.1 above takes away or reduces those provisions.

18.3 Any dispute, controversy or claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether or not a contract), shall be subject to the jurisdiction of the courts of England and Wales, or Northern Ireland, as determined by your residency.

claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether or not a contract), shall be subject to the jurisdiction of the courts of England and Wales, or Northern Ireland, as determined by your residency.