TERMS AND CO (GROUP CLASSI PROVIDER: <<I

S INSTRUCTION AGE BOOKINGS) S PROVIDER>>

BACKGROUND:

These Terms and Conditions are t

- Α. to provision of any Fitness Fitness Class Provider>> of Registration>> under registered office is at <<Ad
- B. where the customer is a "O
- 1. **Definitions and Interpreta**
 - In these Terms an 1.1 following expression

"Business"

"Consumer"

"Data Protection Legislation"

"Fitness Class"

"Our premises"

"Price List"

apply:

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

he Consumer Rights Act 2015.

e context otherwise requires, the anings:

trade, craft, or profession carried person/organisation;

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

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

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

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

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

1

age Bookings)

"Registration Form"

"Regulations"

"We/Us/Our"

"You/Your"

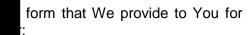
- 1.2 Unless the context Conditions to:
 - 1.2.1 "these Term Conditions:
 - 1.2.2 a Clause or Conditions:
- 1.3 The headings used and shall not affect
- 1.4 Words signifying th and
- 1.5 References to any

2. Registration

- 2.1 In order to attend a may do so by compathese Terms and C
- 2.2 The details that Yo complete and corre a "Consumer", and but not limited to th Clauses 6 and 7 of
- 2.3 You may book and Registration Form [that We agree that Our decision wheth absolute discretion.
- 2.4 Upon Our accepta accept Your application Us on these Terms

3. Booking and Cancellation

3.1 You must be 18 or Class.



umer Contracts (Information, onal Charges) Regulations 2013;

le of Fitness Class Provider>> ess and contact address is [the re] OR [insert other address] and mployees and agents); and

whom We agree to provide any

h reference in these Terms and

reference to these Terms and

e to a Clause of these Terms and

nditions are for convenience only e Terms and Conditions:

include the plural and vice versa;

ther gender.

t have to register with Us and You form and agreeing in that Form to

n the Registration Form must be nation that You are 18 or over and Terms and Conditions, including ty matters and the rules set out in ons.

only once We have accepted Your that application to register means otherwise) book a Fitness Class. It application to register is in Our

Form and confirmation that Well be a contract between You and

kpulsion, and Consumer Rights

" to book and attend any Fitness



- 3.2 A Fitness Class an No priority is giver come-first-served b and/or time for any Class for that time a
- 3.3 Each Fitness Class book it for it to take a small Fitness Cla other people] up to
- 3.4 You may book a through [Our webs Class or as part of a
- 3.5 We will only provide for it [except where in"][or]["wait list"] be you request a book come along to Our You the opportunity wait list space for booking] [or] [a drearriving]. If We tell placed You on a wellow Class and be at (before the Fitness (and the second provided in the second provided i
- 3.6 When you book an part of a package) rebook to replace a more than [one][tw for that booking or taken within that pe to a refund under the any payment You h
- 3.7 If You pay for any time book the date package, You shou which fall within th when You paid for package but not to 6>>month period when you paid for them.
- 3.8 Your request for a lipart of a package) of for Us to decide in accept Your reques it, will there be a bill If You wish to buy Classes and You prount our contract with You which You then or lipart of the part of the par
- 3.9 When You book an for it, and We will b

ess Class is subject to availability. ss Class are allocated on a firstor guarantee any particular date ou book and pay for the Fitness

nber E.g. 6>> or more people to ble as, and specifically booked as, num of <<Insert Number E.g. 2>> > other people].

n][,] [by email][,] [by phone] [or bking system] as a single Fitness Fitness Classes.

if You have pre-booked and paid wed to participate in it on a ["drop . If it is already fully booked when to a wait list for it] [or] [You can sis]. We may then be able to offer articipate in the Fitness Class [if a le to another person cancelling a ailable due to another person not ity [by phoning You after We have to book and pay for the Fitness han << Insert Number>> minutes

ess Class (i.e. one not paid for as set out in sub-Clause 3.11 below, cancelled) for a date which is no the date when You make and pay ass not booked (or rebooked) and ess You cancel it and are entitled ns in that case, We will not refund

ses, but You do not at the same of Fitness Classes included in the book dates for all of the package 6>> month period after the date ess Classes paid for as part of a within that <<Insert Period E.g. ot refund any payment You have

Iss (whether or not it is paid for as ner We accept any booking will be and when We tell You that We ness Class and You have paid for You and Us for that Fitness Class. Number E.g. 5>> or more Fitness cretion We accept that purchase, tness Classes within that package

require You to pay Us in advance or all of that payment as set out in



sub-Clause 3.12 be prior notice of at lea

3.10 We may treat a Fi without notice to U start of any warm u Fitness Class. We refitness Class that We may decide to resub-Clause 3.12 be

3.11 You may cancel a
< Insert Period E.g
We will refund to Y
You ask to rebook that substitute book package, [We will r
for that Fitness Clidivided by the tota rebook it under the Same Period, E.g
You booked the page

3.12 If You do not give Unotice of cancellation any net financial lodue to Your cancell package price Fitne any sum You paid in balance to You. Fo the sum paid in a divided by the total

3.13 If, due to exception accidents and bere least << Insert Same the circumstances for late cancellation 3.12.

3.14 We may cancel a l and date of that Fitr

- 3.14.1 The require not booked
- 3.14.2 The require available: of
- 3.14.3 An event c more than
- 3.14.4 We find the above).

If We cancel a Fith full the payment the paid for as part of a

Where it was part rebook that cancell

ne Fitness Class without giving Us as in Clause 3.11>>.

ave booked as cancelled by You start of the Fitness Class [or the] or You do not attend any of the tobliged to) give Your place in the 'wait-list" [or] ["drop in"] customer. that cancelled Fitness Class, and

charge if You give Us at least e of the cancellation. If You do so advance unless when You cancel ness Class instead and We accept ess Class was paid for as part of a for it but] OR [We will refund You total sum paid for the package ses in the package or] You may a date falling within the <<Insert 3.7>> period after the date when

e Period as in Clause 3.11>> prior will be entitled to charge You for that Fitness Class that We suffer applies to it as a stand-alone, non-ntitled to deduct that charge from Sciass, and We shall refund any less Class was part of a package, total sum paid for the package in the package.

Iding, but not limited to, illness, Fitness Class without giving Us at 1>> prior notice, We will consider cide whether to waive any charge make under sub-Clauses 3.10 or

You at any time before the time g circumstances:

beople for the Fitness Class have r

y for the Fitness Class is not

9 below occurs and continues for or

sumer" (as defined in Clause 1

nstances We will refund to You in or that Fitness Class unless it was

not make a refund but You may her date falling within the <<Insert



Same Period, E.g You paid for the pa the date of the ca instead of rebooki cancelled Fitness O

- 3.15 We will use all rea booked at its sched a previous Fitness (least <<Insert Time You arrive for a Fit least that time, You full the payment that paid for as part of a 3.14 (as to rebookin Clause 3.15.
- 3.16 Fitness Classes [ar to time but We will t changes.
- 3.17 We reserve the righ Our reasonable op opinion, harmful to Terms and Condition otherwise in the interest of the entitled to are to such expulsion. In package but have not classes, we may attended by telling refund You for the the refund will be frata to the total Fitn
- 3.18 Where the contract Regulations give Y be in addition to the You may for any period after We ac Class on a date wh expressly requeste period and We do You must pay for it other Fitness Class be cancelled, You cancel as allowed payment(s) to Us for 14 days of receiving Class(es) covered where any one or package, then You date(s) after that 14 such cancelled Fith total number of Fitn

3.7>> period after the date when nds less than [2][3][4] weeks after and You prefer to have a refund the stand-alone price for that

start the Fitness Class You have tart may be delayed by overrun of stances. If a delay to the start is at >, or, if at any time before or after ou that there will be a delay of at Class and We will refund to You in or that Fitness Class unless it was the final paragraph of sub-Clause ply to cancellation under this sub-

s] are subject to change from time rior notice as possible of any such

Fitness Class if Your conduct is in is or may be in Our reasonable amounts to Your breach of these sonable opinion such expulsion is in that Fitness Class or who are in to be held subsequently. You will ass started but not completed due paid for any Fitness Classes as a ended one or more of such Fitness Classes not yet booked and/or ncellation and in that case We will ses in the package cancelled and ge Fitness Classes not taken pro qe.

not made on Our premises, the his sub-Clause 3.18, and they will he above provisions of this Clause d Fitness Class during the 14 day the booking includes any Fitness hat 14 day period, and if You have ch Fitness Class in that 14 day that requested Fitness Class and e 4, and You may only cancel any . If You request that Your booking way convenient to You. If You and You have already made any fund the payment(s) to You within the amount due for the Fitness have provided. For this purpose, has been paid for as part of a s Classes (either booked for any oked), and We will refund for each kage price amount divided by the



4. Fees and Payment

- 4.1 You must pay in a We fully and correct
- 4.2 You may pay Us for
 - 4.2.1 <<Insert Me Booking Sys
 - 4.2.2 <<Insert met
 - 4.2.3 <<Insert Me
 - 4.2.4 <<Insert Add
- 4.3 We may alter Our Class increases be Fitness Class, the part that date.
- 4.4 All prices of Fitness

5. Eligibility to take a Fitnes

- 5.1 We only make any Clause 1 above), a to be Your confirma request(s) by You t are not a "Consume forthwith by giving to attend any further have paid for Fitness yet attended and the not attended pro rat
- 5.2 We will not accept available to You ur may require evidence

6. Fitness, Health and Safet

- 6.1 You acknowledge that You agree that You knowledge that even risk of personal injury Class.
- 6.2 Certain Fitness Class or any medical, healt
- 6.3 You must ensure that Class that You book, of health, physical co
- 6.4 If You have any co appropriate medical adviser before attendance such advice.
- 6.5 You agree that when

e List for all Fitness Classes that

ny of the following methods:

ard By Phone or Using Our Online

he Fitness Class>>;

Redeemed at the Fitness Class>>;

ce, but if the price of any Fitness You book it and the date of the ply to You for the Fitness Class on

ice List are inclusive of VAT.

to a "Consumer" (as defined in Registration Form will be deemed Consumer" in connection with any ss. If at any time We find that you ity to You cancel Your registration and You will not then be entitled the time of such cancellation You but have not yet attended one or You for those Fitness Classes not umber of package Fitness Classes Fitness Classes in the package.

ister or make any Fitness Class nsert Age E.g. 18>> or over. We irpose.

s may be physically strenuous and n such Fitness Classes with full istructor is not negligent there is a our participation in such a Fitness

or You if You have special needs, andition.

ough to participate in any Fitness be responsible for Your own state

ess or health, You should seek it professional medical or other e cannot and do not provide any

You book and attend any Fitness



Class, that will be problems which may

- 6.6 When You request a You attend any Fitne health or fitness issu You if We decide no need. If We do accommunications provided
- 6.7 If You do not tell Us to 6.5 or 6.6 that We the that Fitness Class or Classes (or the affect which case We may part of it) as set out it package, We may a package and in that Classes an amount of Fitness Classes in
- 6.8 You must not attend illegal drugs for imme
- 6.9 [You should arrive a prior to the start time that Fitness Class], to late for a Fitness Clabefore the Fitness Clatime [and You arrive may not permit You reasons].
- 6.10 Fire exits are clearly obstruct these exits for way to the nearest avalentation distance from Our propremises when the formal Assembly Point is an

7. Rules

- 7.1 We do not permit Y
 - 7.1.1 smoke any premises a
 - 7.1.2 [make or phones sho
 - 7.1.3 bring to Ou part] any c not have a
 - 7.1.4 bring any a premises a the use of register;
 - 7.1.5 bring any c

You have no health or fitness n any Fitness Class.

ass and [at least 48 hours] before at that time about any medical, will discuss it with You, and inform because of that issue or special must act in accordance with any lear need.

anything referred to in sub-Clause ntitled not to provide some or all of ses and to treat any such Fitness ancelled by You without notice, in or that cancelled Fitness Class (or e. If that Fitness Class is part of a emaining Fitness Classes in the for each of the remaining Fitness price divided by the total number

under the influence of alcohol or meal].

eriod E.g. 10 Minutes>> minutes d before any warm up involved in .] If You know You are going to be Us to tell Us as soon as You can ive later than a Fitness Class start nat Fitness Class has begun], We ness Class for health and safety

interests of safety. You must not nt of a fire, You should make your ble speed and assemble at a safe take a roll-call of all those at Our assembly point is <<State Where ace Outside the Premises>>.

s [or the premises of which Our

calls at Our premises]. [Mobile mode during a Fitness Class;]

ises of which Our premises are a <<Insert Age E.g. 10>> as We do

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

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

permitted in

7.2 If a Fitness Class redetails of the Fitne provide them for Y Class should be stothe [lockers][and][r jewelry should be rany of these dress Fitness Class.

8. [Gift Vouchers

- 8.1 Gift vouchers are Reception Desk, Et
- 8.2 Gift vouchers are av
- 8.3 Gift vouchers are where no period is
- 8.4 Gift vouchers may redeemed partly or

9. Events beyond our reaso

- 9.1 We will not be liat under the contract r
- 9.2 If any event describe affect Our performs inform You as so suspended and ar accordingly. We will any new dates, tin may, without liability place due to that e You have made to cancelled Fitness (each such Fitness divided by the total)

10. Limitation of Liability

- 10.1 We will be respon suffer as a result of of Our negligence consequence of Our Us when Our controloss or damage that
- 10.2 We provide or sell private use/purpos clothing or other go business, industrial resale). We will no interruption to busin
- 10.3 Each of Our instru Fitness Class which

clothing, footwear [or other items], ose requirements and You must potwear not worn for the Fitness: We tell You about on arrival] [in reas]. Loosely swinging or sharps Class. If You do not comply with not allow You to participate in the

Location E.g. Our Website, Our

<Insert Sum(s) E.g. £10>>].

specified on the gift voucher or,

Fitness Classes and may not be

lay in performing Our obligations beyond Our reasonable control.

1 occurs that is likely to adversely under the contract, We will try to ossible, Our obligations will be are bound by will be extended vent is over and provide details of ness Classes as necessary. You ness Class(es) which do not take in full the advance payment that d Fitness Class(es). Where the package, We will refund You for to the total price for the package package.

e loss or damage that You may rms and Conditions or as a result foreseeable if it is an obvious or if it is contemplated by You and We will not be responsible for any

You only for Your personal and anty or representation that any sell to You are fit for commercial, nal purposes of any kind (including ly loss of profit, loss of business, siness opportunity.

ualified to conduct the particular eir advice does not include any



medical or similar appropriate medica

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

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

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

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 of Advice Bureau or Ti

11. Changes to Terms and C

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

12. How We Use Your Person

- 12.1 In so far as adn registration involve any data obtained to, Your name and and in accordance time to time, and the rights under that Da
- 12.2 We may use Your p
 - 12.2.1 to adminis
 - 12.2.2 to process
 - 12.2.3 in certain of Classes of personal in

stitute for advice provided by an sional or therapist.

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

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

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

pr

ation

me.

ase refer to Your local Citizens'

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

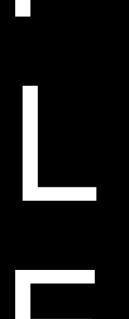
otection)

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

llows:

- s Classes for You and Your ness Classes to You;
- s Classes:

mple, You wish to pay for Fitness ir consent, We may pass Your erence agencies. These agencies



are also bo

We will not pass on 'first obtaining Your ex

Regulations

13.

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

14. Information

As required by the Regulat

- 14.1 all of the information
- 14.2 any other informati
 Ourselves and Our
 make a booking or

will be part of the terms of

15. Complaints

We always welcome feedle endeavours to ensure that nevertheless want to hear any complaint about Our FOur staff, please raise the can be contacted at Our pr

16. No Waiver

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

17. Severance

If any provision of these Tobe invalid or unenforceable these Terms and Condition be affected.

18. Law and Jurisdiction

18.1 These Terms and (and Us (whether construed in accord [Scotland].

on Legislation and should use and ordingly; and

n to any other third parties without

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

and

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

a Consumer.

st We always use all reasonable in 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>>].

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

eld by any competent authority to validity of the other provisions of the provision in question shall not

and the relationship between you se) shall be governed by, and gland & Wales] [Northern Ireland]

- 18.2 As a consumer, yo your country of res reduces your rights
- 18.3 Any dispute, contro to these Terms and and Us (whether co the courts of Englar your residency.

nandatory provisions of the law in Clause 18.1 above takes away or those provisions.

aim between you and Us relating t, or the relationship between you hall be subject to the jurisdiction of Jorthern Ireland, as determined by

