

BACKGROUND:

These Terms and Conditions are to apply:

- A. to provision to clients of any (as defined in Clause 1 below) by the Studio, namely <<Insert Address>>] OR [a company registered in <<Country of Origin>>] with company number <<Company Registration Number>> whose registered office is <<Insert Address>>]; and
- B. where the client is a "Consumer" as defined by the Consumer Rights Act 2015.

1. Definitions and Interpretation

- 1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the following meanings:

"Business"

business, trade, craft, or profession carried on by You or any other person;

"Consumer"

"Consumer" as defined by the Consumer Rights Act 2015, and in relation to these Terms means an individual client of the Studio who receives or uses Services for the purposes of use and for purposes wholly or mainly for the purposes of any Business;

"Data Protection Legislation"

the Data Protection Act 1998 and the General Data Protection Regulation (GDPR) (EU) 2016/679) as amended or supplemented from time to time;

"Member"

any person who is a "Consumer" who has applied for membership of the Studio, has been accepted, and he/she will be a Member for as long as he/she remains a Member as provided by these Terms and Conditions. "Membership" means membership of the Studio.

["[Annual][Quarterly][Monthly] Membership Fee"]

the fee payable in advance of each session which will entitle You to be and remain a Member [and "Membership Fee" includes the "Annual Membership Fee" where the context so requires].

“Our premises”

“Price List”

“Registration Form”

“Regulations”

“Services”

“Session”

“Studio/We/Us/Our”

[“Temporary Membership Fee”

“You/Your”

1.2 Unless the context of 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 shall not affect the interpretation of these Terms and Conditions;

1.4 Words signifying the singular shall include the plural and vice versa; and

ises at which We hold Sessions at the same address as above] **OR** [the same Address>>], but in Clause 3.17 it is “our premises” as defined in the

Our standard price list for all of the Services We offer [and which lists the Membership Fees]. The list of Services [and Membership Fees] is [the same as above] <<Insert Location E.g. Salon Reception Desk>>;

Registration and registration form that you in hard copy form or online;

Consumer Contracts (Information, Cancellation and Additional Charges) Regulations

all Sessions at which we provide [the same as above] training, teaching, instruction, services, equipment, and other materials which we provide/use in such Sessions;

Individual or group class or session of

Name of Studio>> whose place of contact address is [the same as above] **OR** [<<Insert Other Address>>] staff (employees and agents) of

Temporary Membership for a day or other period of less than a [Month][Quarter][Year] which is set out in our Price List; and]

Individual who applies to become a member of the Studio, and as the context allows, that person once accepted as a member of the Studio.

Each reference in these Terms and

reference to these Terms and

to a Clause of these Terms and

Conditions are for convenience only and shall not affect the interpretation of these Terms and Conditions;

include the plural and vice versa;

- 1.5 References to any gender shall include the other gender.

2. Registration, Application and Membership

- 2.1 You may apply to become a Member of the Studio by completing the Registration Form and agreeing to these Terms and Conditions.
- 2.2 The details that You provide in the Registration Form must be complete and correct. You must provide information that You are <<Insert Age>> or over and that You agree to these Terms and Conditions, including fitness, health and safety matters and the rules set out in these Terms and Conditions.
- 2.3 You will become a Member only if and when We accept Your application [in writing] and pay the Membership Fee set out in Our Price List for Your Membership period of Your Membership]. Our decision whether to accept Your application is in Our absolute discretion.
- 2.4 Upon Our acceptance of Your application [and Your payment of the Membership Fee] Your Membership shall commence between You and Us on these terms and conditions.
- 2.5 Your Membership shall commence and cease on the last day of any period of Membership that You have renewed Your Membership by paying the Membership Fee for a further period commencing on the day after the day of expiry of the previous period.
- 2.6 We reserve the right to refuse to renew Your Membership or to withdraw or refuse to renew Your Membership for a specific period, if Your conduct is in Our reasonable opinion, harmful to the Studio or if it amounts to Your breach of these Terms and Conditions. If We expel You, You will be expelled from the Studio. If We expel You, You will not be entitled to any refund of any part of the Membership Fee for any withdrawn or suspended period of Membership. [All Sessions booked and/or attended will then be deemed to be cancelled by You and You will not be entitled to a refund for any Session/s booked and/or attended as at the time of Your expulsion or suspension, if You have not yet attended it, [and in the case of any Session/s booked and/or attended as at the time of Your expulsion or suspension, You will then be entitled to a refund for the number of Sessions not yet booked and/or attended pro rata to the total number of Sessions in the package].
- 2.7 If You bring a guest to any Session (before the commencement of Your Membership) become a Member on these Terms and Conditions. Your guest must pay any Temporary Membership Fee for the Session(s) that Your guest books any Session(s).
- 2.8 To become a Member, You must be 18 or over.

3. Booking and Cancellation

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| 3.1 | You must be a Member of the Club to book a Session. |
| 3.2 | A Session and You must be given, and placed on a waiting list on a first come first basis. We will not rebook a Session unless You have been given the opportunity to book a Session. |
| 3.3 | Each Session requires a minimum of 4 people for it to take place. If there is an individual Session booked, the minimum number is 2. E.g. 4>> or 2>>. |
| 3.4 | You may book a Session [or] [through the Staff or as part of a package). |
| 3.5 | We will only provide a Session that Session [except for a drop in space] Session on a ["drop in space"] basis. If it is a group class or a drop in space booking, [We can accommodate you on a drop in space] premises on a drop in space basis. We will provide an opportunity to book a Session for it becomes available. If a drop in space becomes available, we will tell You of such an opportunity. You will be added to a wait list]. You will be notified of the opportunity no later than 7 days before the time]. |
| 3.6 | When you book and pay for a Session (or a package) You must replace any booked Session [one][two][three] months before the booking or rebooking. If you do not, that period will be forfeited. You must pay under these Terms and Conditions. If you do not, the payment You have made will be forfeited. |
| 3.7 | [If You pay for any Session, You should then ensure that the date/s for the Session should then ensure that the [six] month period for the Sessions paid for a Session that [six] month period for the Sessions have made for them. |
| 3.8 | Your request for a Session (or a package)) will be subject to Us to decide in Our discretion [in writing] that We accept the request. We have paid for it, will be subject to a Session. [If You wish to book a Session and You have paid for it, Our contract with You will be subject to You then or later book a Session. |

Consumer Rights

Session;

is subject to availability. No priority is given to a first-come-first-served basis for a particular date and/or time for any Session for that time and date;

E.g. 6>> or more Members to book it and specifically booked as, either for a Session for You and up to <<Insert Number>> Members.

Our Studio][,] [by email][,] [by phone] or our online booking system]] as a single Session.

If you have pre-booked and paid for a Session you are allowed to participate in a Session and have paid for that Session If it is fully booked when you request a Session [or] [You can come along to Our Session] then be able to offer You the Session in the Session [if a wait list space is available] [or] [a Member cancelling a booking] [or] [a Member not arriving]. If We cancel Your Session after We have placed You on the wait list for the Session and be at Our Studio 15 minutes before the Session start time.

If a Session (i.e. one not paid for as part of a package) is booked under sub-Clause 3.11 below, rebook to another date which is no more than 30 days after when You make and pay for that Session (or rebooked) and taken within 30 days of booking it and are entitled to a refund. In that case, We will not refund any payment You made.

If You do not at the same time book all Sessions included in the package, You will not refund any payment You made for all of the package which fall within the package You paid for the package. Any Sessions not booked for dates falling within the package will not refund any payment You made.

Whether or not it is paid for as part of a package, We accept any booking will be for a Session when We tell You [orally][or][in writing] to book for a particular Session and You agree to that contract between You and Us for that Session. <<Insert Number E.g. 5>> or more Sessions at Our discretion We accept that purchase, for a Session within that package which

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- When You book an Session, and We will be responsible for the Session in sub-Clause 3.12. You will receive prior notice of at least 14 days before the Session.
- We may treat a Session as cancelled if You do not show up for that Session. We are not obliged to provide any ["wait-list"] [or] [alternative] Session for that cancelled Session.
- You may cancel a Session at any time before the Session Period. E.g. 24 Hours before the Session. We will refund to You any sums paid to rebook for a later Session. [If the cancellation is made less than 24 Hours before the Session, we will not refund You any sums paid, but an amount equal to total cost of the Session.] Sessions in the past 12 Months, a date falling within the Session Period, when You booked the Session.
- If You do not give Us prior notice of cancellation, we will be responsible for net financial loss up to the cost of the Session. Cancellation for that Session sums You paid in advance for that Session purpose, if that Session is cancelled. Sessions will be the total sum of the Session Period. Sessions in the past 12 Months, a date falling within the Session Period, when You booked the Session.
- If, due to exceptional circumstances, accidents and bereavement, <<Insert Same Period>> circumstances and late cancellation than the Session Period, we will not refund You any sums paid, but an amount equal to total cost of the Session.] Sessions in the past 12 Months, a date falling within the Session Period, when You booked the Session.
- We may cancel a Session at any time before the Session Period. E.g. 24 Hours before the Session. We will refund to You any sums paid to rebook for a later Session. [If the cancellation is made less than 24 Hours before the Session, we will not refund You any sums paid, but an amount equal to total cost of the Session.] Sessions in the past 12 Months, a date falling within the Session Period, when You booked the Session.
- 3.14.1 The requirement for the Session to be booked for the Session Period.
- 3.14.2 The requirement for the Session to be necessary for the Session Period.
- 3.14.3 An event of the Session Period more than 12 Months before the Session Period.
- 3.14.4 We find the Session Period (as defined above).
- If We cancel a Session, we will not refund You any sums paid, but an amount equal to total cost of the Session.] Sessions in the past 12 Months, a date falling within the Session Period, when You booked the Session.
- [Where it was part of a package, we will rebook that cancelled Session for the Same Period, E.g. 24 Hours before the Session. You paid for the package.]

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the date of the cancellation. We will refund the price for that cancelled Session. This option to rebook

prefer to have a refund instead of the price for that cancelled Session. [where sub-Clause 3.14.4 applies.]

- 3.15 We will use all reasons at its scheduled start time of the previous Session or <<Insert Time Period>>. If you arrive for a Session at the scheduled time, You may cancel the payment that You have made as part of a package in full for rebooking or refund [sub-Clause 3.15].

start the Session You have booked. The Session may be delayed by overrun of a previous Session. If a delay to the start is at least <<Insert Time Period>>, if at any time before or after You arrive for a Session there will be a delay of at least that time. We will refund to You in full the price of the Session [unless it was paid for as part of a package in paragraph of sub-Clause 3.14 (as to cancellation under this sub-Clause 3.15)].

- 3.16 Sessions, instructor fees and other charges are subject to change from time to time but We will give You prior notice as possible of any such changes.

are subject to change from time to time but We will give You prior notice as possible of any such changes.

- 3.17 Where the contract Regulations give You the right to cancel, in addition to the provisions of this Clause 3. You may for any reason cancel during the 14 day period after You become a Member, but if the cancellation is after the end of that 14 day period, You must provide any such Session(s) to be cancelled that or those covered by that booking in accordance with Clause 3.1. If You must confirm this in writing within 14 days of the booking, We will refund to You Your cancellation fee. If the booking that We have booked has been cancelled, Sessions has been cancelled, and We will refund the package price amount of the package. [We will refund the portion of the Membership fee or, where the package price is less than the Membership fee, We will refund the portion of the Membership fee for the period of Membership covered by the package price.]

not made on Our premises, the provisions of this sub-Clause 3.17, and they will be subject to the above provisions of this Clause 3. You may for any reason cancel that booking or You become a Member, but if the cancellation is after the end of that 14 day period, You must have expressly requested Us to cancel that or those covered by that booking in accordance with Clause 3.1. If You must confirm this in writing within 14 days of the booking, We will refund to You Your cancellation fee. If the booking that We have booked has been cancelled, Sessions has been cancelled, and We will refund the package price amount of the package. [We will refund the portion of the Membership fee or, where the package price is less than the Membership fee, We will refund the portion of the Membership fee for the period of Membership covered by the package price.]

4. Fees and Payment

- 4.1 You must pay in advance for all Services that We provide to You.
- 4.2 You may pay Us for Services using any of the following methods:
- 4.2.1 <<Insert Method>> Card By Phone or Using Our Online Booking System
- 4.2.2 <<Insert Method>> the Studio>>;

List the Membership Fee and for the Services that We provide to You.

and for Services using any of the following methods:

Card By Phone or Using Our Online Booking System

the Studio>>;

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4.2.3 <<Insert Member Name>> or Redeemed at the Studio>>; or

4.2.4 <<Insert Address>>

4.3 We may alter Our prices, but if the price of any Services increases between the date You book a Session and the date of the Session, the price is the price in effect on the date of the Session on that date.

4.4 All prices of Services are inclusive of VAT.

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5. Eligibility for Membership

5.1 We only make Membership available to a "Consumer" (as defined in Clause 1 above), and Your acceptance of Our Terms and Conditions in connection with any request(s) by You to receive a Session will be deemed to be Your confirmation that You are a "Consumer". If at any time We find that you are not a "Consumer", We reserve the right to cancel Your Membership immediately. You agree to provide the information provided that where You have paid a Membership fee that extends beyond the date of that cancellation, We will refund the unexpired portion of the Membership fee for the period after cancellation and You will remain liable to Us for the total period of the Membership.

5.2 We will not accept Membership from anyone who is under the age of 18. We will not provide any Services to You unless You are aged <<Insert Minimum Age>> or over. We may require evidence of Your age for that purpose.

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6. Fitness, Health and Safety

6.1 You acknowledge that the Services are physically strenuous and You agree that You voluntarily participate in the Studio and the relevant program and use of equipment with full knowledge that even if the exercise is supervised by Our staff, negligent there is an inherent risk of personal injury or damage to property as a result of Your participation in any exercise program.

6.2 Certain Services may be unsuitable if You have special needs, or any medical, health or fitness condition.

6.3 You must ensure that You are fit enough to participate in any Session that You book, and You are responsible for Your own state of health, physical condition and fitness.

6.4 If You have any condition affecting Your fitness or health, You should seek appropriate medical advice from a qualified Physiotherapist or other relevant professional medical practitioner [where necessary] before attending any Session. We do not obtain their written consent where no time constitutes a medical emergency. The advice provided by Our instructors at the Studio is not a substitute for advice provided by a medical professional.

6.5 You agree that when You become a Member, and when You book and attend any Session, You will provide confirmation that You have no health problems or fitness problems, including but not limited to cardiac irregularities; spinal, bone, joint, tendon or ligament problems; dizziness; asthma or other breathing difficulty; or any other condition (including any food or other allergy) which may affect your participation in any Session.

6.6 When You request to book a Session, You must provide confirmation and [at least 48 hours] before You attend any Session.

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| 6.6.1 | We advise You of any special physical needs, any issue relating to special physical limitations of which You are aware, and any on or on-going medical treatment, which might require special attention to be undertaken at a Session; |
| 6.6.2 | You must tell Us if: |
| 6.6.2.1 | of any medical condition or medication you are taking which may prevent you from undertaking any activities at a Session or using any equipment or facilities provided by the Studio; |
| 6.6.2.2 | of any condition affecting Your health which may be exacerbated by any activity at a Session; and |
| 6.6.2.3 | if you are pregnant, so whether You are in the first 3 months of pregnancy and |
| 6.6.3 | We will discuss with You any matter that You tell Us, and inform You if We consider that Your booking because of that medical, health or fitness condition is not advised. If We do accept Your booking, You must follow any instructions provided by Us relating to that matter. |
| 6.7 | If You do not tell Us anything referred to in sub-Clause 6.5 or 6.6 that We then find out about that Session or any Sessions (or part of them) booked by You, We may make a charge for that Session or Sessions (or part of them) as set out in sub-Clause 6.8. If a cancelled Session is part of a package, We may cancel the remaining Sessions in the package and in that case We may charge an amount equal to the amount for each of the remaining Sessions and that amount divided by the total number of Sessions in the total package. |
| 6.8 | You must not attend a Session under the influence of alcohol or illegal drugs or immediately after taking any such substance. |
| 6.9 | You should arrive at the Studio before the start time of a Session, and before any warm up period, to allow for a prompt start. If You arrive late, You should contact Us to tell Us as soon as You can. If You arrive late, You should contact Us to tell Us as soon as You can. If You arrive later than a Session start time, any warm-up for that Session has begun, We will not allow You to take part in the Session for health and safety reasons. |
| 6.10 | You should not attend a Session until a suitably qualified instructor has given You the correct use of the same. |
| 6.11 | You may only use the equipment or facilities provided by the Studio in the correct manner and in any manner which is a health and safety risk either to You or to others. |
| 6.12 | Fire exits are clearly marked for the interests of safety. You must not obstruct these exits. In the event of a fire, You should make your way to the nearest exit as quickly as possible and assemble at a safe distance from the Studio. We may take a roll-call of all those in the Studio at that time. The assembly point is <<State Location of |

7. Studio Rules

- 7.1 We do not permit You to:
- 7.1.1 smoke any tobacco products on the Studio premises;
 - 7.1.2 [make or receive any telephone calls at the Studio premises][.]
[Mobile phones must be switched to silent mode during a Session];
 - 7.1.3 bring to the Studio any child/ren under the age of <<Insert Age E.g. 16>> without an appropriate member of staff to supervise them;
 - 7.1.4 bring any animal to the Studio, with the exception of guide dogs. If you have a guide dog, You should inform Us of that when You arrive;
 - 7.1.5 bring any drinks (except water) or food into a changing room or other part of the Studio premises. Only water, either in a plastic bottle or a glass, is permitted in any part of the premises. A shower is available in the changing room.]
- 7.2 You [must] [may] bring a mat to the Studio, but if You do not bring a mat, We will provide one for You.
- 7.3 [You must carry a towel to the Studio.]
- 7.4 [Men may not enter the Studio changing area provided within the Studio unless [it is the only changing area] [or] [in cases of emergency].]
- 7.5 You should wear appropriate clothing to Your Session. However, if a Session requires a specific type of clothing, footwear, or other items, We will inform You of the requirements and You must provide them for Yourself. Dirty clothing should not be worn to the Studio and should be stored in the changing areas][location of the changing areas should be removed on entry to the Studio][location of the changing areas should be removed on entry to the Studio]. Socks must be worn at all times. Clothing should be comfortable and essential. Clothing should be close fitting rather than baggy. Items of clothing with zips at the back should be avoided as they may cause you discomfort or damage equipment. Loosely fitting items of clothing should be removed before a Session. If You do not meet these dress requirements, We may not allow You to participate in the Session.

8. [Gift Vouchers]

- 8.1 Gift vouchers are available at the Studio Reception Desk, Etc. [location E.g. the Studio's Website, etc.]
- 8.2 Gift vouchers are available for the sum of <Insert Sum(s) E.g. £10>>[.].
- 8.3 Gift vouchers are valid for the period specified on the gift voucher or, where no period is specified, for 12 months from the date of issue.
- 8.4 Gift vouchers may be used to purchase any of the Services which We provide at the Studio and may not be used to purchase any other goods wholly for cash.]

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misrepresentation.

- 10.6 Furthermore, if you are a consumer under the Consumer Rights Act 2015, or a consumer under any other consumer protection legislation, nothing in these Conditions is intended to or will exclude, limit, prejudice or deprive you of any of Our duties or obligations to you, or Your rights under that legislation.

10.6.1 the Consumer Rights Act 2015;

10.6.2 the Regulations;

10.6.3 the Consumer Rights Act 2015;

10.6.4 any other consumer protection legislation.

as that legislation is intended to do.

For more details of Our duties and obligations to you, please refer to Your local Citizens' Advice Bureau or Trading Standards.

defined by the Consumer Rights Act 2015, or any other consumer protection legislation. These Conditions are intended to or will exclude, limit, prejudice or deprive you of any of Our duties or obligations to you, or Your rights under that legislation.

11. Changes to Terms and Conditions

We may from time to time amend these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such changes.

and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such changes.

12. How We Use Your Personal Information (Data Protection)

12.1 In so far as the Services involve Us in collecting, using, or storing information obtained from You which is personal data (including, but not limited to, Your name and address), We shall only do so with Your express or implied consent in accordance with any lawful instructions given by You, and the provisions of the Data Protection Legislation and these Terms and Conditions.

12.2 We may use Your personal information for the following purposes:

12.2.1 to administer the Services and to provide the Services to You and to other members of the Club;

12.2.2 to process Your bookings and to provide the Services and Membership;

12.2.3 in certain circumstances to provide the Services and Membership to You and to other members of the Club. For example, You wish to pay for the Services by credit card (i.e. by credit), and with Your consent, We may pass on to credit reference agencies. These agencies may use Your personal information accordingly.

as follows:

to administer the Services and to provide the Services to You and to other members of the Club;

to process Your bookings and to provide the Services and Membership;

in certain circumstances to provide the Services and Membership to You and to other members of the Club. For example, You wish to pay for the Services by credit card (i.e. by credit), and with Your consent, We may pass on to credit reference agencies. These agencies may use Your personal information accordingly.

We will not pass on Your personal information to any other third parties without first obtaining Your express consent.

to any other third parties without first obtaining Your express consent.

13. Regulations

We are required by the Regulations to make certain information available to You as to the Services and Membership before We accept Your request for the Services and Membership.

at certain information is given or made available to You as to the Services and Membership before We accept Your request for the Services and Membership.

where that information is available, We have included the information in the Terms and Conditions you see now, or We will make it available to you before you become a Member and/or before the Regulations, be part of

the context of the transaction. We have included the Terms and Conditions for You to see before We accept Your request to provide that information will, as required by the Regulations, be part of the transaction with You as a Consumer.

14. Information

As required by the Regulations

14.1 all of the information

and

14.2 any other information which You take into account when making any other decision will be part of the terms of

about any Services or the Studio when You are booking to make a booking or when You are making any other decision; as a Consumer.

15. Complaints

We always welcome feedback and, whilst We always use all reasonable endeavours to ensure your experience as a client of Ours is a positive one, We nevertheless accept that you may have a complaint. If You have any complaint about the Studio or any of our Services, please contact the Person to Contact>> who can be contacted by Phone, Email or Post>>].

and, whilst We always use all reasonable endeavours to ensure your experience as a client of Ours is a positive one, We nevertheless accept that you may have a complaint about the Studio or any of our Services or any other complaint. If You have any complaint about the matter with <<Insert Name of Person to Contact>> who can be contacted by Phone, Email or Post>>].

16. No Waiver

No failure or delay by Us in exercising our rights under these Terms and Conditions means that We do not waive any subsequent breach of any provision of these Terms and Conditions.

any rights under these Terms and Conditions means that We do not waive any subsequent breach of any provision of these Terms and Conditions.

17. Severance

If any provision of these Terms and Conditions is held to be invalid or unenforceable by any competent authority to the extent of its invalidity, the validity of the other provisions of these Terms and Conditions shall not be affected.

held by any competent authority to the extent of its invalidity, the validity of the other provisions of these Terms and Conditions shall not be affected.

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 you are a consumer) shall be governed by, and construed in accordance with, the law of England & Wales [Northern Ireland].

18.2 As a consumer, you acknowledge that Clause 18.1 above takes away or reduces your rights

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

18.3 Any dispute, controversy or claim between you and Us relating to these Terms and Conditions 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 shall be subject to the jurisdiction of the courts of England and Wales, or Northern Ireland, as determined by your residency.

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