

TERMS OF SALE AND WEBSITE INSTRUCTION

BACKGROUND:

- (A) These Terms of Sale together with the attachment below and any and all other documents referred to in the attachment below set out the terms and conditions on which Paid Content, access to Our Site and any other services sold by Us to Consumers through Our Site will be provided (the "Terms").
- (B) Terms and information that are set out in the attachment below and any other documents referred to in the attachment below only if set out in these Terms of Sale.
- (C) Please read these Terms of Sale carefully and ensure that you understand them before you purchase any Subscription. If You have any query about these Terms of Sale, please contact Us to discuss. **When setting up an Account, before ordering any Subscription, You will be required to read, accept and agree to these Terms of Sale and the attachment below.** You will not be able to purchase a Subscription if you do not agree to these Terms of Sale.
- (D) All of the information that We require from You as a Consumer whether or not it is required by law to do so, is provided to You either when deciding to order a Subscription or when You make any decision about the Subscription.
- We give You some of that information in the attachment below. Some of the terms of Our Contract with You are set out in these Terms of Sale and some it is set out in the attachment below.
- (E) These Terms of Sale, as well as the attachment below, are in the English language only.
- (F) These Terms of Sale apply to the use of Our Site are separate from the Terms of Use".

1. Definitions and Interpretation

- 1.1 In these Terms of Sale, the following expressions have the following meanings:

"Account"

"Background Items"

"Consumer"

any person, referred to in sub-Clause 7.1, that enters into a contract with Us in order to purchase any

any and other information or materials (including any [yoga][and][pilates] instruction [and] [practice] [of] [yoga][pilates] [and] fitness), downloadable or viewable as

any individual customer who is to receive or use any Paid Content comprising Paid Content for their own private use and for purposes wholly or mainly for the private purposes of any business, trade, craft or

“Contract”

“Paid Content”

“Subscription”

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Contract for the purchase of a Subscription to Paid Content, as explained in Clause 7;

Paid Content (including text, graphics, images, audio and/or video) comprising [Yoga][and][or] [Pilates] [live streaming or instruction session or course, Sound Items and other materials or items] which We offer. The sessions, courses, items and other information or materials made available through Our Site and made available by [Our Site] by means of

continuous live stream audio and/or video [e.g. Zoom, GoToMeeting, Skype for Business (or Teams), WebEx];

live stream video and/or audio];

downloadable non downloadable video and/or

or other viewable text, graphics or other items or other items or information, Sound Items.

will be more fully described in other [documents]. We give or make available to You [such] a Subscription. That information may [include] the name of any teacher(s) or other person presenting any content on Our behalf but [if] [he] or does not do so, We may if so We [reserve] discretion at any time and without notice [to] [any] other individual(s) who is suitably [qualified] experienced;

Subscription to Our Site purchased by You [gives] You with the entitlement and access to [such] which comprises either:

[one or more] specific single events or items;

[one or more] series or collections of two or more [events or items]; and/or

[one or more] or all types of events or items [available] on or via Our Site; and

Sound Items.

[We] information about the times and dates [of] access to (a), (b) and (c) before You [enter] Subscription (as to which, see sub-

scription) will include access to the [items] for the whole period of the [Subscription] and they will all be accessible as soon as [You] a Subscription Confirmation;

<p>“Subscription Confirmation”</p>		<p>acceptance and confirmation of Your Subscription;</p>
<p>“Subscription ID”</p>		<p>reference number for Your Subscription;</p>
<p>“We/Us/Our”</p>		<p><<insert business name>> [, a company registered in England under <<insert company number>> whose registered address is <<insert registered address>> and whose main trading address is <<insert trading address>>.</p>
<p>2. Information About Us</p> <p>2.1 Our Site, <<insert <<insert business name>> [<<insert company number>> address>> and whose VAT number is <<insert VAT number>>].</p> <p>2.2 [We are regulated by <<insert regulator(s)>>].</p> <p>2.3 [We are a member of <<insert association(s) etc.>>].</p> <p>2.4 [<<insert further information>>].</p>		
<p>3. Contacting Us</p> <p>3.1 If You wish to contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert postal address>>.</p> <p>3.2 For matters relating to Your Subscription or Account, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert postal address>>.</p> <p>3.3 For matters relating to the Terms of Sale, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, by post at <<insert postal address>>.</p> <p>3.4 To make a complaint, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert postal address>>.</p>		
<p>4. Consumers only and Age Restrictions</p> <p>Only a Consumer may purchase and access Paid Content on or through Our Site. Only if they are of age may they do so.</p>		
<p>5. Business Customers</p> <p>These Terms of Sale and the Terms of Subscriptions and access to Paid Content do not apply to customers purchasing on behalf of any business trade, craft or profession carried on by a person/organisation.</p>		
<p>6. Subscriptions, Paid Content and Availability</p> <p>6.1 [We make all representations and warranties about Subscriptions and Paid Content that we can make. We ensure that all descriptions of Subscriptions and Paid Content from Us correspond to the actual Subscriptions and Paid Content that we will receive. [Please note, however, that due to <<insert text>> minor differences or discrepancies that may occur>>].]</p> <p>6.2 [Please note that we do not exclude Our responsibility for mistakes due to negligence. This refers only to minor discrepancies]</p>		

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between the Paid Content and the description of it. Please refer to Clause 11 for more information. [If the description is incorrect.]

6.3 We may from time to time change the price of any Subscription that you have purchased but will apply to any subsequent renewals. We will inform You of any change in price at least <<in writing>> before the change is due to take effect. If You do not agree to such a change, You may cancel the Contract as described in sub-Clause 13.1.

6.4 Minor changes may be made to certain Paid Content, for example, to reflect changes in technology and regulatory requirements, or to address technical issues. Such changes will not alter the main characteristics of the Paid Content and should not normally affect Your use of the Paid Content. However, changes made that would affect Your use of the Paid Content will be provided to You.

6.5 In some cases, as described in sub-Clause 6.4, We may also make more significant changes to Paid Content. If We do so, We will inform You at least <<in writing>> before the changes are due to take effect. If You do not agree to such a change, You may cancel the Contract as described in sub-Clause 13.1.

6.6 Where any updates to Paid Content are made, that Paid Content will continue to match Our description of it at the time You purchased Your Subscription to access it. We will not prevent Us from updating the description of the Paid Content to match the original description.

6.7 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time they are displayed. Pricing information is reviewed and updated every <<in writing>>. Changes in price will not affect any order placed (please note sub-Clause 6.11 regarding VAT, however).

6.8 All prices are checked regularly. In the unlikely event that We have made an error in writing to inform You of a change in price shown when You place an order, We will simply charge You the lower amount and continue to process Your order. If the correct price is higher, We will give You the opportunity to accept the subscription at the correct price or to cancel Your order (please note sub-Clause 6.11 of it). We will not proceed with processing Your order if You do not respond. If We do not receive a response from You within <>>, We will treat Your order as cancelled and notify You accordingly.

6.9 If We discover an error in the description of Your Subscription after Your order is processed, We will contact You immediately and make all reasonable efforts to correct the error. We may, however, have the right to cancel the Contract if the error is significant and You do not wish to cancel the Contract.

6.10 If the price of a Subscription changes between Your order being placed and the time of taking payment, You will be charged the price in effect at the time of placing Your order.

6.11 All prices on Our Site include VAT. If the VAT rate changes between Your order being placed and the time of taking payment, the amount of VAT payable will be adjusted automatically.

7. Orders – How Contracts Are Made

- 7.1 Our Site will guide you through the process of purchasing a Subscription. We will provide you with the information you need to set up an Account and complete Your purchase. You will be given the opportunity to amend or cancel Your order before we process it. Please email us at sales@simply-docs.com to amend or cancel Your order before submitting it.
- 7.2 If, during the order process, you provide incorrect or incomplete information, please inform us immediately so we can process Your order correctly. You may ask to correct the information within a reasonable time period, and we will treat the Contract as amended. We will not be responsible for any delay in the availability of the Subscription if the delay is due to incorrect or incomplete information provided by you.
- 7.3 No part of Our Site or the information on it constitutes a contractual offer capable of acceptance. Your order to purchase a Subscription constitutes a contractual offer that We accept upon receipt of Your order. [We acknowledge receipt of Your order and accept it.] Our acceptance is indicated by email. Only once We have accepted Your order, there will be a legally binding Contract between Us and You.
- 7.4 Subscription Confirmation. We will send you a Confirmation of Your order containing the following information:
 - 7.4.1 Your Subscription details;
 - 7.4.2 Confirmation of the main characteristics of the Subscription as part of the Confirmation;
 - 7.4.3 Fully itemized list of the charges applicable to the Subscription including, where appropriate, any optional charges;
 - 7.4.4 The duration of the Subscription (including the start date, and the expiry date);
 - 7.4.5 Confirmation of the right to cancel the Subscription and that You will lose Your legal right to cancel upon accessing the Paid Content as described in Clause 12.1;
 - 7.4.6 In relation to the Subscription, the collection of items constituting the Subscription and the time/date when or period during which it can be accessed;
 - 7.4.7 <<insert additional information>>.
- 7.5 In the unlikely event that We are unable to fulfil Your order for any reason, We will explain the reasons to You as soon as possible. If We are unable to fulfil Your order for any reason, any such sums will be refunded to You as soon as possible within <<insert period>>.
- 7.6 Any refunds under this Clause will be issued to You as soon as possible, and in any event no later than the day on which the event triggering the refund occurs.
- 7.7 Refunds under this Clause will be issued to You as soon as possible, and in any event no later than the day on which the event triggering the refund occurs.

process of setting up an Account and completing Your purchase. Please see the attachment below as to how to set up an Account. Your purchase of a Subscription, and the details of Your order for the Subscription and the Confirmation of Your order, will be checked by us before we process it.

If you provide Us with incorrect or incomplete information, please inform Us as possible. If We are unable to process Your order due to incomplete information, We will contact you to provide Us with the accurate or complete information. If you do not request, We will cancel Your order. We will not be responsible for any delay in the availability of the Subscription that results from You providing incorrect or incomplete information.

No part of Our Site or the information on it constitutes a contractual offer capable of acceptance. Your order to purchase a Subscription constitutes a contractual offer that We accept upon receipt of Your order. [We acknowledge receipt of Your order and accept it.] Our acceptance is indicated by email. Only once We have accepted Your order, there will be a legally binding Contract between Us and You.

We will send you a Confirmation of Your order containing the following information:

Your Subscription details;

Confirmation of the main characteristics of the Subscription and Paid Content available as part of the Confirmation;

Fully itemized list of the charges applicable to the Subscription including, where appropriate, any optional charges;

The duration of the Subscription (including the start date, and the expiry date);

Confirmation of the right to cancel the Subscription and that You will lose Your legal right to cancel upon accessing the Paid Content as described in Clause 12.1;

In relation to the Subscription, the collection of items constituting the Subscription and the time/date when or period during which it can be accessed;

<<insert additional information>>.

In the unlikely event that We are unable to fulfil Your order for any reason, We will explain the reasons to You as soon as possible. If We are unable to fulfil Your order for any reason, any such sums will be refunded to You as soon as possible within <<insert period>>.

Any refunds under this Clause will be issued to You as soon as possible, and in any event no later than the day on which the event triggering the refund occurs.

Refunds under this Clause will be issued to You as soon as possible, and in any event no later than the day on which the event triggering the refund occurs.

that You used when You placed Your order. We may request that You provide a description [unless You specifically request that We make a different method].

description [unless You specifically request that We make a different method].

8. Payment for Subscription

8.1 Payment for each Subscription shall be made in advance in full. Your chosen payment method shall be used when We process Your order and We will send You a Subscription Confirmation which usually occurs immediately and You will be shown a receipt for Your payment).

Subscription shall be made in advance in full. Your chosen payment method shall be used when We process Your order and We will send You a Subscription Confirmation which usually occurs immediately and You will be shown a receipt for Your payment).

8.2 We accept the following payment methods on Our Site:

payment methods on Our Site:

8.2.1 <<insert payment method>>

8.2.2 <<insert payment method>>

8.2.3 <<insert payment method>>

8.2.4 <<add further payment methods if required>>.

<<add further payment methods if required>>.

8.3 If You do not make a payment on time, We will suspend Your access to the Paid Content. For more information, please refer to sub-Clause 9.6. If You do not make a payment within the <<insert period>> of Our reminder, We may cancel the Contract and any amounts due to Us will remain due and payable.

If You do not make a payment on time, We will suspend Your access to the Paid Content. For more information, please refer to sub-Clause 9.6. If You do not make a payment within the <<insert period>> of Our reminder, We may cancel the Contract and any amounts due to Us will remain due and payable.

8.4 If You believe that We have charged an incorrect amount, please contact Us at <<insert email address>> as reasonably possible to let Us know. You will not be entitled to a refund while availability is suspended.

If You believe that We have charged an incorrect amount, please contact Us at <<insert email address>> as reasonably possible to let Us know. You will not be entitled to a refund while availability is suspended.

9. Provision of Paid Content

9.1 We undertake to make the Paid Content for which You have subscribed available to You in accordance with the permitted use of such Content. You will not be entitled to any refund attributable to Us if You do not access the Content.

on these Terms of Sale the Paid Content for which You have subscribed will be available to You in accordance with the permitted use of such Content. You will not be entitled to any refund attributable to Us if You do not access the Content.

9.2 All Paid Content will be made available to You in accordance with the permitted use of such Content. Confirmation for the availability of the Content will be sent to You until You end the Contract.

Subscription will be available to You in accordance with the permitted use of such Content. Confirmation for the availability of the Content will be sent to You until You end the Contract.

9.2.1 An item of Paid Content will be available when stated in the information provided to You before You place Your order, either (a) if it is a live broadcast, the time and date when it is scheduled to be made available; or (b) if it is a pre-recorded or other non-live item, the period within which it is available.

will be available when stated in the information provided to You before You place Your order, either (a) if it is a live broadcast, the time and date when it is scheduled to be made available; or (b) if it is a pre-recorded or other non-live item, the period within which it is available.

9.2.2 If an item of Paid Content is a live broadcast, We will use all reasonable endeavours to make it available and start it at the time it is scheduled to be made available. It may be delayed either by overrun of a previous live broadcast or by technical issues made available to You and/or to others by Us. Any such delay will not be more than <<insert number of minutes>> but if the start is delayed by more than <<insert number of minutes>> we will <<Insert details of how the provider of the Content will compensate>> to compensate You for any inconvenience suffered as a result.

live broadcast item, We will use all reasonable endeavours to make it available and start it at the time it is scheduled to be made available. It may be delayed either by overrun of a previous live broadcast or by technical issues made available to You and/or to others by Us. Any such delay will not be more than <<insert number of minutes>> but if the start is delayed by more than <<insert number of minutes>> we will <<Insert details of how the provider of the Content will compensate>> to compensate You for any inconvenience suffered as a result.

9.3 When You place an order for Paid Content, You will be required to expressly acknowledge that the Content will be made available to You in accordance with the permitted use of such Content. You will not be entitled to a refund while availability is suspended.

, You will be required to expressly acknowledge that the Content will be made available to You in accordance with the permitted use of such Content. You will not be entitled to a refund while availability is suspended.

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accessing (e.g. downloading or copying) Your legal right to do so. Please see sub-Clause 13.1.

9.4 In some limited circumstances, We may suspend the provision of Paid Content (in full or in part) for the following reasons:

9.4.1 To fix technical errors or make necessary minor technical changes;

9.4.2 To update the Content to comply with relevant changes in the law or other applicable regulations;

9.4.3 To make necessary changes to the Paid Content, as described above in sub-Clause 9.4.1 and 9.4.2.

9.5 If We need to suspend the provision of Paid Content for any of the reasons set out in sub-Clause 9.4, We will notify You in advance of the suspension and explain why it is necessary. If the suspension is urgent or emergency, We may suspend the provision of Paid Content, in which case We will notify You as soon as reasonably possible after suspension). [We will suspend the provision of Your Subscription while availability is suspended and for a period equivalent to the length of the suspension (unless the suspension is less than <<insert period>>)]. If the suspension lasts for more than <<insert period>>, We will suspend the provision of Paid Content as described below in sub-Clause 13.2.

9.6 We may suspend the provision of Paid Content if You do not make payment on time from the due date, however if You notify Us in advance, We may suspend the provision of all outstanding sums due to Us. If You do not make payment on time, We will suspend the provision of Paid Content while the outstanding sum is not paid.

9.7 Any refunds under this Clause will be issued to You as soon as possible, and in any event no later than 30 days of the day on which the event triggering the refund occurred.

9.8 Refunds under this Clause will be issued to You using the same payment method that You used when You made the purchase, unless You specifically request that We make the refund by a different method].

10. Licence

10.1 When You purchase Paid Content, We will grant You a limited, non-exclusive, non-sublicensable licence to use, access, participate in, and reproduce the Paid Content for personal, non-commercial purposes (but not for resale or other commercial purposes or rights in Our Paid Content or the material that We may licence from third parties).

10.2 The licence granted to You under Clause 10.1 is subject to the following usage restrictions and conditions:

10.2.1 You may not copy, modify, republish, share, broadcast or otherwise make the Content (or any part of it) or make it available to third parties, except as permitted under the Copyright Designs and Patents Act 1988 (Chapter 3 'Acts Permitted in relation to Copyright').

any Paid Content, You will lose your mind (the "cooling-off period").

to suspend the provision of Paid Content for the following reasons:

make necessary minor technical

ply with relevant changes in the

to the Paid Content, as described

id Content for any of the reasons You in advance of the suspension We need to suspend availability for a dangerous problem with the Paid Content, in which case We will notify You as soon as reasonably possible after suspension). [We will suspend the provision of Your Subscription while availability is suspended and for a period equivalent to the length of the suspension (unless the suspension is less than <<insert period>>)]. If the suspension lasts for more than <<insert period>>, We will suspend the provision of Paid Content as described below in sub-Clause 13.2.

ent as follows if We do not receive You of the non-payment on the due date, however if You notify Us in advance, We may suspend the provision of all outstanding sums due to Us. If You do not make payment on time, We will suspend the provision of Paid Content until We have received the outstanding sum. If You do not make payment on time, We will suspend provision of the Paid Content. You will not be charged for any

sued to You as soon as possible, and in any event no later than 30 days of the day on which the event triggering the refund occurred.

using the same payment method that You used when You made the purchase, unless You specifically request that We make the refund by a different method].

s Paid Content, We will grant You a limited, non-exclusive, non-sublicensable licence to use, access, participate in, and reproduce the Paid Content for personal, non-commercial purposes (but not for resale or other commercial purposes or rights in Our Paid Content or the material that We may licence from third parties).

se 10.1 is subject to the following

sh, republish, share, broadcast or otherwise make the Content (or any part of it) or make it available to third parties, except as permitted under the Copyright Designs and Patents Act 1988 (Chapter 3 'Acts Permitted in relation to Copyright').

10.2.2 When You use a Paid Content item or even if You do not use it (or other persons or entities (including customers)) for any purpose (including a query about the item or event which is proper having regard to the nature of the item and]

10.2.3 <<Insert appropriate details of the permissions as required>>.

11. Problems with the Paid Content

11.1 We undertake to provide Paid Content that is of satisfactory quality, fit for purpose, and as described. If any Paid Content available through Us does not comply or We do not so reasonably as possible to inform Us of the problem. Your available remedies are as follows:

11.1.1 If the Paid Content is defective, You will be entitled to a repair or a replacement.

11.1.2 If We cannot repair or replace the Paid Content within a reasonable time, or if the repair or replacement is not satisfactory, You may be entitled to a partial refund.

11.1.3 If You cannot use the Paid Content for any other commercial purpose because We have not used reasonable care and skill, You may be entitled to a repair or replacement. See Clause 14.3 for more information.

11.2 [Please note that We will not be liable under this Clause 11 if We informed You of the fault(s) before You accessed it and it was not reasonably foreseeable that it would cause damage. For example, if the Paid Content is an alpha or beta version and We have warned You that it may cause damage to other content), if You use the Paid Content for an unsuitable purpose that is not reasonably foreseeable to Us and the problem has resulted from Your use of the Paid Content for that purpose; or if the problem is the result of misuse of the Paid Content.]

11.3 If there is a problem with the Paid Content, please contact Us at <<insert contact details>> or visit Our Site <<insert link>> to inform our customer services department of the problem.

11.4 Refunds (whether in the form of reductions in price) under this Clause 11 will be made within 14 days of the day on which We receive Your request.

11.5 Refunds under this Clause 11 will be made using the same payment method that You used when You made the purchase [unless You specifically request that We make the refund by a different method].

11.6 For further information, if You are a consumer, please contact Your local Citizens' Advice Bureau.

12. Cancelling Your Subscription

12.1 If You are a Consumer in the European Union, by default You have a legal right to a "cooling-off" period, which You can cancel the Contract for any reason, including if You have changed Your mind, and receive a full refund. The period for which the right to cancel has been sent You Your Subscription Confirmation (i.e. when the Contract between You and Us is formed) and ends

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when You access (or attempt to access) any Paid Content, or 14 calendar days after the date of the last access.

12.2 After the cooling-off period, You may cancel Your Subscription at any time. However, subject to Clause 13, We cannot offer any refund or access to the Paid Content for the remainder of Your current Subscription period (or until the renewal or expiry date, as applicable), where applicable.

12.3 If You purchase a Subscription (or allow Your Subscription to renew by mistake), You may cancel Your Subscription at any time. However, subject to Clause 13, We cannot offer any refund or access to the Paid Content since the date of the last access to the Paid Content (or until the renewal or expiry date, as applicable), where applicable.

12.4 If You wish to exercise Your right to cancel under this Clause 12, You may inform Us of Your decision by email or by post. For Your convenience We will include [a link to] it in our email or by post is effective. If You would prefer to cancel, please use the following details:

12.4.1 Telephone: <<insert telephone number>>;

12.4.2 Email: <<insert email address>>;

12.4.3 Post: <<insert postal address>>;

in each case, providing Your name, address, email address, telephone number, and any other information that may be necessary for Us to process Your cancellation and may use any answers to our queries.

12.5 [We may ask You to provide to improve our services, however please note that we will not use any answers to our queries if You do not wish to.]

12.6 Refunds under this Clause 12 will be made to You as soon as possible, and in any event within 14 calendar days on which You inform Us that You wish to cancel.

12.7 Refunds under this Clause 12 will be made to You as soon as possible, and in any event within 14 calendar days on which You inform Us that You wish to cancel.

13. Your Other Rights to End the Contract

13.1 You may end the Contract if We have informed You of a forthcoming change to the Paid Content (as described in sub-Clauses 6.3 or 6.4) and You do not agree to it. If the change is set to take effect on or after the end of Your current Subscription, We will not take effect of the change. If the change is set to take effect before the end of Your current Subscription, the Contract will end on the date of the change and You will not be able to access the Paid Content for more than <<insert period>>, or We have suspended availability of the Paid Content for more than <<insert period>>.

13.2 If We have suspended availability of the Paid Content for more than <<insert period>>, or We have ended the Contract immediately, as

any Paid Content, or 14 calendar days after the date of the last access.

el Your Subscription at any time. Clause 13, We cannot offer any access to the Paid Content for the remainder of Your current Subscription period (or until the renewal or expiry date, as applicable), where applicable.

e (or allow Your Subscription to renew by mistake), You may cancel Your Subscription at any time. However, subject to Clause 13, We cannot offer any refund or access to the Paid Content since the date of the last access to the Paid Content (or until the renewal or expiry date, as applicable), where applicable.

el under this Clause 12, You may inform Us of Your decision by email or by post. For Your convenience We will include [a link to] it in our email or by post is effective. If You would prefer to cancel, please use the following details:

ber>>;

name, address, email address,

cancel and may use any answers to our queries, however please note that we will not use any answers to our queries if You do not wish to.]

d to You as soon as possible, and in any event within 14 calendar days on which You inform Us that You wish to cancel.

using the same payment method as You used when You purchased the Subscription [unless You specifically request that We make the refund by a different method].

if We have informed You of a forthcoming change to the Paid Content (as described in sub-Clauses 6.3 or 6.4) and You do not agree to it. If the change is set to take effect on or after the end of Your current Subscription, We will not take effect of the change. If the change is set to take effect before the end of Your current Subscription, the Contract will end on the date of the change and You will not be able to access the Paid Content for more than <<insert period>>, or We have suspended availability of the Paid Content for more than <<insert period>>.

id Content for more than <<insert period>>, or We have ended the Contract immediately, as

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- ## 14. Our Liability to Consume

- 14.1 We will be responsible for any loss or damage that You may suffer as a result of the use of the Terms of Sale (or the Contract) or as a result of Our negligence if the loss or damage is foreseeable if it is an obvious consequence of Our negligence or if it is contemplated by You and Us when the Contract is made. We will not be responsible for any loss or damage that is not foreseeable.

- 14.2 Our Paid Content is provided to You for personal, non-commercial use only. We make no warranty or representation that the Content is fit for commercial, business or industrial use of any kind. We are not liable to You for any loss of profit, loss of business, or for any loss of business opportunity.

- 14.3 If, as a result of Our negligence, any content (including but not limited to text, graphics, or other content) is lost or damaged, We will, at Our discretion, either repair the damage or pay You appropriate compensation. We will not be liable under this provision if:

- © Simply-Docs – BS.WEB.TCZ.05 - Website T

- [illegible]

- 14.1 We will be responsible for any loss or damage that You may suffer as a result of Our negligence under the Terms of Sale (or the Contract) or as a result of Our negligence if it is foreseeable if it is an obvious consequence of Our negligence or if it is contemplated by You and Us when the Contract was made. We shall not be responsible for any loss or

- 14.2 Our Paid Content is provided to You for personal, non-commercial use only. We make no warranty or representation that the Content is fit for commercial, business or industrial use of any kind. We are not liable to You for any loss of profit, loss of business, or for any loss of business opportunity.

- 14.3 If, as a result of Our negligence or the negligence of Our employees or agents, any content (including but not limited to text, graphics, links, software, or other content) be damaged, corrupted, lost, or otherwise rendered unusable, We will, at Our discretion, either repair the damage or pay You appropriate compensation. We will not be liable under

- 14.3.1 We have identified the problem and provided a free update designed to solve the problem; or applied the update; or
- 14.3.2 The damage was caused by Your own failure to follow Our instructions
- 14.3.3 Your device does not meet any relevant minimum system requirements made You aware of before You purchased
- 14.4 Nothing in these Terms shall limit or exclude Our liability for death or personal injury caused by negligent agents or sub-contractors, or for fraudulent misrepresentation, or for Paid Content which does not match information that We provided, not of satisfactory quality to Us.
- 14.5 Nothing in these Terms shall exclude or limit Your legal rights as a consumer. For more information on rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.
- 14.6 We will not be responsible for You being unable to access any Paid Content due to any breach of the Contract resulting from Our reasonable control (including but not limited to a breach of the contract referred to in the attachment below).
- 15 Complaints and Feedback**
- 15.1 We always welcome feedback from our customers and, whilst We always use all reasonable endeavours to improve Your experience as a customer of Ours is a positive outcome, we do want to hear from You if You have any cause for complaint.
- 15.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available at <<insert location>> and <<insert location>> respectively.
- 15.3 If You wish to complain, please contact Us in one of the following ways:
- 15.3.1 [In writing, to <<insert name and/or position>>, <<insert address>>];]
- 15.3.2 [By email, at <<insert name and/or position>> at <<insert email address>>];]
- 15.3.3 [Using Our complaint form;]
- 15.3.4 [By contacting <<insert telephone number>> [and <<insert fax number>> when prompted].]
- 16 How We Use Your Personal Data (Data Protection)**
- We will only use Your personal data in accordance with Our <<insert document name, e.g. Privacy Notice>> available at <<insert link to Privacy Notice>> [and Cookie Policy <<insert link to Cookie Policy>>].
- 17 Other Important Terms**
- 17.1 We may transfer (including by way of Sale (and under the provisions of the Sale of Goods Act 1979, for example, if We

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Us in writing. Your rights will not be affected and Our rights will be transferred to You.

of Sale (and the Contract) will not be affected and Our rights will be transferred to You.

17.2 [You may not transfer Your rights under these Terms of Sale (and under the Contract) without Our express written permission. We may not permit the transfer of Your rights under these Terms of Sale (and under the Contract) to any third party.]

ons and rights under these Terms of Sale (and under the Contract) without Our express written permission. We may not permit the transfer of Your rights under these Terms of Sale (and under the Contract) to any third party.]

17.3 The Contract is between You and Us. No other person shall have any rights to enforce any of its terms.

ons and rights under these Terms of Sale (and under the Contract) without Our express written permission. We may not permit the transfer of Your rights under these Terms of Sale (and under the Contract) to any third party.]

17.4 If a court or other authority finds any part(s) of these Terms of Sale are unlawful, the remainder shall remain in full force and effect.

ons and rights under these Terms of Sale (and under the Contract) without Our express written permission. We may not permit the transfer of Your rights under these Terms of Sale (and under the Contract) to any third party.]

17.5 If We fail to take steps to enforce any of Our rights under these Terms of Sale (and under the Contract) it will not prevent Us doing so at a later date, for example if You have become payable to Us.

ons and rights under these Terms of Sale (and under the Contract) without Our express written permission. We may not permit the transfer of Your rights under these Terms of Sale (and under the Contract) to any third party.]

17.6 We may revise these Terms of Sale in response to changes in relevant laws and regulations. If We change these Terms of Sale, We will give You reasonable advance notice of the changes (by email or by posting details of how to cancel if You are not happy with them on our website).

ons and rights under these Terms of Sale (and under the Contract) without Our express written permission. We may not permit the transfer of Your rights under these Terms of Sale (and under the Contract) to any third party.]

18 Law and Jurisdiction

18.1 These Terms and Conditions (whether contractual or not) shall be governed by, and construed in accordance with, the law of [England and Wales] [Northern Ireland] [Scotland].

relationship between You and Us shall be governed by, and construed in accordance with, the law of [England and Wales] [Northern Ireland] [Scotland].

18.2 As a Consumer, You agree that the mandatory provisions of the law in Your country of residence shall apply. Clause 18.1 above takes away or restricts those provisions.

relationship between You and Us shall be governed by, and construed in accordance with, the law of [England and Wales] [Northern Ireland] [Scotland].

18.3 As a Consumer, any proceedings or claim between You and Us relating to these Terms and Conditions (whether contractual or not) shall be subject to the jurisdiction of the courts of [England and Wales] [Scotland, or Northern Ireland, as determined by You].

relationship between You and Us shall be governed by, and construed in accordance with, the law of [England and Wales] [Northern Ireland] [Scotland].

1. Use of [the Zoom web-conferencing service delivery platform]>>

OR[<<insert name of other online conferencing platform>>] online instruction

We [only] offer [yoga][pilates] online ("Instruction") [as an alternative to our classes at Our premises in-person] [as our only method of delivery].

online (referred to below as "Instruction") [as an alternative to our classes at Our premises in-person] [as our only method of delivery].

We use technology which allows You to have the appropriate technology for this purpose, We use [the Zoom web-conferencing platform] [OR [<<insert description of other technology>>]].

with Instruction provided that You have the appropriate technology for this purpose, We use [the Zoom web-conferencing platform] [OR [<<insert description of other technology>>]].

Where We are to make a class available by means of [Zoom] [OR [<<insert name of other online conferencing platform>>]] rather than any other method, it will be on the following terms:

available by means of [Zoom] [OR [<<insert name of other online conferencing platform>>]] rather than any other method, it will be on the following terms:

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You [will][may] be asked for
Your e-mail address.

You are fully responsible for providing accurate account information and for keeping it up to date. You must ensure that You

Confidentiality of Your password and
under Your password or Account.
Logout at the end of each session of

Your access of Instruction
of Your password or Account

You must never use anyone's
specific occasion in question

When creating an Account
complete. If any of Your information
ensure that Your Account is

If You have an active Subscription
the period of that Subscription
granted to any Instruction by

If You wish to close and delete
of section>>' section of Our

7. Your privacy and security

EITHER

[Note that all Instruction is
individual private lesson.]

OR

[Where any Instruction that
and/or video technology (not
You access it, it will also be
choose to access it unless
occasion only to You as an

Therefore, unless We specify
You, the following will apply

- (a) When You sign in to
platform>>], You should be
visible to Our other
- (b) You understand and
other people may see
[Zoom] [<insert name>]
Your Device) not only
people in or near the
in the session;
- (c) The space You use
hear via the [Zoom]
App and Your Device
space and its surroundings
room and/or wear head
- (d) There are potential
include, but are not
personal information
- (e) We cannot ensure
sessions involving other
- (f) In any event, it will
space to use when
Your privacy and the

We will not be liable for any

notify Us of any unauthorised use
security relating to Your Account.

prior authorization from Us for the

provide must be accurate and
later date, it is Your responsibility to

will remain active for the duration of
the end of the latest access period

may do so via the '<insert name

When You access Instruction

be accessible only to You as an

may synchronous live stream audio
may transmission), on the occasion
others who have purchased it and
it is to be made available on that
n.

way session is only accessible to

re of other online service delivery
name only since Your name will be

is a risk that other customers and
video and/or audio facilities of the
vice delivery platform>>] App and
pace and its surroundings and other
ndings when You are participating

and it should be difficult to see or
online service delivery platform>>]
een people who are in or near that
You might decide to use a private

information over technology that
of confidentiality and the theft of

ty due to the nature of two way
You; and

o ensure that You have a suitable
wo way session in order to protect
at space.

g from Your failure to comply with

the above requirements.]

8. **Fitness, Health and Safety**

You acknowledge and agree

- (a) An exercise session is physically strenuous;
- (b) Certain particular or special needs, or any other condition, may be unsuitable for You if You have a health or fitness problem or condition;
- (c) Due to the remote nature of the event, We do not undertake to and cannot guarantee that any third party to do so, if during the event You fall ill;
- (d) The teacher at each event is not necessarily a qualified teacher and will be responsible for the event;
- (e) Any advice provided at an event does not constitute medical advice and is not a substitute for advice provided by a medical professional;
- (f) You voluntarily participate in the event with full knowledge that even if a teacher is involved in the event, there is an inherent risk of personal injury or illness and the use of any equipment;
- (g) When You setup and participate in an event, You confirm that You have no health or fitness issues (e.g. heart irregularities; spinal problems; dizziness; asthma; allergies; etc.) which may be comprised in any purchase.

You must therefore ensure that You purchase, and You understand that Your health, physical condition and

If You have any concerns about Your health, You should seek appropriate medical advice from Your doctor or other adviser before purchasing any equipment.

[When You purchase a Subscription, We advise You to purchase any equipment, at least 48 hours] before You participate in any event.

- (a) Of any special physical condition or physical limitations, or any medical condition or on-going medical treatment, which may be relevant to any activity to be undertaken at an event;
- (b) Of any medical condition or medication which may affect Your ability to undertake the event or to use any equipment or facilities that You will be using;
- (c) Of any circumstances which may be worsened by any physical activity;
- (d) If You are pregnant or planning to become pregnant in the first 3 months of Your pregnancy.

We will discuss with You any concerns that You have. We decide not to accept Your participation if

we tell Us, and We will inform You if we decide not to accept Your participation because of that medical, health or fitness issue.

or fitness issue or special
accordance with any instru

pt Your order, You must act in
ating to the issue.]

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