

BACKGROUND:

- (A) These Terms of Sale together with any other documents referred to in this Agreement, including which Paid Content, accessed through this website, <<insert website address>>.
- (B) Terms and information for accessing Zumba or other dance classes/workouts from our [Zoom cloud-based web conferencing] [or][<<insert other online service delivery method/s offered>>] platform are set out below only for ease of reference but they will have the same effect as the Terms of Sale.
- (C) Please read these Terms of Sale carefully and ensure that You understand them before You accept them. If You have any query about anything in these Terms of Sale, please contact Us to discuss. **When setting up an Account, You will be required to read, accept and agree to these Terms of Sale and the attached Privacy Policy before You can create a Subscription and access Paid Content.**
- (D) All of the information that We give You as a Consumer whether:
 - (i) are required by law to give to You;
 - (ii) voluntarily give to You when You create a Subscription or when You purchase a Subscription.

We give You some of that information in the set out in these Terms of Sale.
- (E) These Terms of Sale, as well as any other documents referred to in this Agreement, are in the English language only.
- (F) These Terms of Sale apply to the use of Our Site are separate from any other 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”

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ent below and any and all other documents referred to in this Agreement, including which Paid Content, accessed through this website, <<insert website address>>.

ccessing Zumba or other dance classes/workouts from our [Zoom cloud-based web conferencing] [or][<<insert other online service delivery method/s offered>>] platform are set out below only for ease of reference but they will have the same effect as the Terms of Sale.

nt below carefully and ensure that You understand them before You accept them. If You have any query about anything in these Terms of Sale, please contact Us to discuss. **When setting up an Account, You will be required to read, accept and agree to these Terms of Sale and the attached Privacy Policy before You can create a Subscription and access Paid Content.**

rt of the terms of Our Contract with You as a Consumer whether:

- der a Subscription; or
- either when deciding to order a Subscription or when You purchase a Subscription.

der a Subscription and some of that information is set out in these Terms of Sale.

racts, are in the English language only.

Content; the terms governing use of Our Site are separate from any other Terms of Use”.

otherwise requires, the following

unt, referred to in sub-Clause 7.1, that You accept with Us in order to purchase any

and other information about topics (including Zumba or other types of dance classes/workouts) that We provide to You, whether in a format viewable as text/graphics;

idual customer who is to receive or use Paid Content comprising Paid Content for their personal use and for purposes wholly or mainly unrelated to the purposes of any business, trade, craft or

“Contract”

“Paid Content”

“Subscription”

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

Paid Content (including text, graphics, images, audio and video) comprising any Zumba or other classes/workouts or similar sessions, or Background Items or other materials or information that We offer. The sessions, Background information or materials are sold by Us and made available by Us [[on] [or] [any] means of

Real-time synchronous livestream audio and/or video (including Zoom, GoToMeeting, Skype for Business (or Teams), WebEx);

Pre-recorded live stream video and/or audio];

Downloadable non downloadable video and/or audio;

Other viewable text, graphics or other information, including Background Items.

Background Items will be more fully described in other clauses. We give or make available to You Background Items for a Subscription. That information may be provided by any instructor or other individual(s) acting on Our behalf but whether it is Background Content or not, We may if so We decide in our discretion at any time and without notice substitute any Background Item(s) who is suitably [qualified [and] [to] perform]

Subscription to Our Site purchased by You entitles You with the entitlement and access to Background Items which comprises either:

(a) One or more specific single events or items;

(b) One or more series or collections of two or more events or items; and/or

(c) One or more or all types of events or items available on or via Our Site; and

Background Items.

Background Item information about the times and dates of access to (a), (b) and (c) before You purchase a Subscription (as to which, see sub-clause 7.2).

Background Item access will include access to the Background Items for the whole period of the Subscription and they will all be accessible as soon as You receive a Subscription Confirmation;

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“Subscription Confirmation”

acceptance and confirmation of Your Subscription;

“Subscription ID”

reference number for Your Subscription;

“We/Us/Our”

<<insert business name>> [, a company registered in England under <<insert company number>> whose registered address is <<insert address>> and whose main trading address is <<insert trading address>>; and

“You”

Consumer who sets up an Account and subscribes to a Service and accesses and uses any

2. Information About Us

2.1 Our Site, <<insert address>> [owned and] operated by <<insert business name>> [registered in England under <<insert company number>> whose registered address is <<insert address>> and whose main trading address is <<insert trading address>>] [Our VAT number is <<insert VAT number>>].

owned and] operated by <<insert business name>> [registered in England under <<insert company number>> whose registered address is <<insert address>> and whose main trading address is <<insert trading address>>] [Our VAT number is <<insert VAT number>>].

2.2 [We are a member of <<insert association(s) etc.>>].

[We are a member of <<insert association(s) etc.>>].

2.3 [<<insert further information>>].

3. Contacting Us

3.1 If You wish to contact Us, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert address>>.

For any questions, You may contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert address>>.

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 address>>.

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 address>>.

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>>, or by post at <<insert address>>.

For matters relating to the Terms of Sale, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert address>>.

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 address>>.

To make a complaint, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert address>>.

4. Consumers only and Age Restrictions

Only a Consumer may purchase and access Paid Content on or through Our Site. Only if they are of the minimum age may they do so.

Only a Consumer may purchase and access Paid Content on or through Our Site. Only if they are of the minimum age may they do so.

5. Business Customers

These Terms of Sale and Terms of Subscription and access do not apply to customers purchasing on behalf of a business, trade, craft or profession carried on by a person/organisation.

These Terms of Sale and Terms of Subscription and access do not apply to customers purchasing on behalf of a business, trade, craft or profession carried on by a person/organisation.

6. Subscriptions, Paid Content and Availability

6.1 [We make all representations and warranties about Subscriptions and Paid Content. 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 may occur>>].]

6.1 [We make all representations and warranties about Subscriptions and Paid Content. 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 may occur>>].]

6.2 [Please note that <<insert text>>]

6.2 [Please note that <<insert text>>]

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sub-Clause 13.1.

es. Changes in price will not affect
purchased but will apply to any
e will inform You of any change in
change is due to take effect. If You
cancel the Contract as described in

6.4 Minor changes may
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made to certain Paid Content, for
and regulatory requirements, or to
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be provided to You.

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described in sub-Cl

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6.6 Where any updates
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6.8 All prices are chec
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amount and continu
will give You the op
cancel Your order
processing Your or
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cancelled and notify

accept Your order. In the unlikely
information, We will contact You in
e correct price is lower than that
will simply charge You the lower
. If the correct price is higher, We
scription at the correct price or to
of it). We will not proceed with
u respond. If We do not receive a
>>, We will treat Your order as

6.9 If We discover an e
Your order is pro
reasonable efforts t
cancel the Contract
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scription of Your Subscription after
You immediately and make all
may, however, have the right to
orm You of such an error and You
to sub-Clause 13.4.

6.10 If the price of a Su
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be charged the pric

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order and taking payment, You will
e time of placing Your order.

6.11 All prices on Our S
order being placed
automatically adjust

VAT rate changes between Your
the amount of VAT payable will be

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7. Orders – How Contracts

- 7.1 Our Site will guide you through the process of purchasing a Subscription. We will assist you with setting up an Account and processing Your order. You will be given the opportunity to amend it. Please email us if you wish to amend or submit it.
- 7.2 If, during the order process, you provide incorrect or incomplete information, please contact Us as soon as possible to process Your order. We will not be responsible for any delay in the availability of the Subscription if you do not provide the correct information within a reasonable time frame and treat the Contract as void.
- 7.3 No part of Our Site or any other communication constitutes a contractual offer that We accept. Your order to purchase a Subscription may, at Our sole discretion, be treated as an offer. We will not be responsible for any delay in the availability of the Subscription if you do not provide the correct information within a reasonable time frame and treat the Contract as void.
- 7.4 Subscription Confirmation
- 7.4.1 Your Subscription will be confirmed by email within 24 hours of Your order.
- 7.4.2 Confirmation of Your Subscription will include the main characteristics of the Subscription, including the main characteristics of the Subscription as part of the Confirmation.
- 7.4.3 Fully itemized list of the items included in the Subscription, including, where appropriate, the price of each item.
- 7.4.4 The duration of the Subscription, including the start date, and the expiry date, if applicable.
- 7.4.5 Confirmation of the availability of the Paid Content as part of the Subscription.
- 7.4.6 In relation to the availability of the Paid Content, including the collection of items, 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 and refund to You any such sums as soon as possible, but in any event within <<insert period>>.
- 7.6 Any refunds under this section will be issued to You as soon as possible, but in any event within <<insert period>> of the day on which the event triggering the refund occurred.
- 7.7 Refunds under this section will be issued to You as soon as possible, but in any event within <<insert period>> of the day on which the event triggering the refund occurred.

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process of setting up an Account and processing Your order. We will assist you with setting up an Account and processing Your order. You will be given the opportunity to amend it. Please email us if you wish to amend or submit it.

Us with incorrect or incomplete information, please contact Us as soon as possible to process Your order. We will not be responsible for any delay in the availability of the Subscription if you do not provide the correct information within a reasonable time frame and treat the Contract as void.

ual offer capable of acceptance. Your order to purchase a Subscription may, at Our sole discretion, be treated as an offer. We will not be responsible for any delay in the availability of the Subscription if you do not provide the correct information within a reasonable time frame and treat the Contract as void.

following information:

Subscription Confirmation

7.4.1 Your Subscription will be confirmed by email within 24 hours of Your order.

7.4.2 Confirmation of Your Subscription will include the main characteristics of the Subscription, including the main characteristics of the Subscription as part of the Confirmation.

7.4.3 Fully itemized list of the items included in the Subscription, including, where appropriate, the price of each item.

7.4.4 The duration of the Subscription, including the start date, and the expiry date, if applicable.

7.4.5 Confirmation of the availability of the Paid Content as part of the Subscription.

7.4.6 In relation to the availability of the Paid Content, including the collection of items, 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 and refund to You any such sums as soon as possible, but in any event within <<insert period>>.

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that You used when You request that We make

description [unless You specifically request 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 as required>>;

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 provide You with the Paid Content for which You have subscribed on these Terms of Sale the Paid Content for which You have chosen not to access or make any permitted use of such Paid Content or, for any reason not attributable to Us, You will not be entitled to any refund.

We undertake to provide You with the Paid Content for which You have subscribed on these Terms of Sale the Paid Content for which You have chosen not to access or make any permitted use of such Paid Content or, for any reason not attributable to Us, You will not be entitled to any refund.

9.2 All Paid Content will be available to You in accordance with the terms of the Subscription Confirmation for the duration of the Subscription until You end the Contract. The following items will be available to You when We send You a Subscription Confirmation, including any renewals, or until the end of the following:

All Paid Content will be available to You in accordance with the terms of the Subscription Confirmation for the duration of the Subscription until You end the Contract. The following items will be available to You when We send You a Subscription Confirmation, including any renewals, or until the end of the following:

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 item, the time and date when it is scheduled to be available; or (b) if it is a pre-recorded or other non-live item, the period within which it is available.

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 item, the time and date when it is scheduled to be 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 item, We will use all reasonable endeavours to ensure that it is available and start it at the time it is scheduled to be available. It may be delayed either by overrun of a previous live item or by other circumstances. Any such delay will not normally exceed <<insert period, e.g. 15 Minutes>> but if the start is delayed by more than <<insert period, e.g. 15 Minutes>> when We will <<Insert details of how We will compensate >> to compensate You for any inconvenience that You suffer as a result.

If an item of Paid Content is a live item, We will use all reasonable endeavours to ensure that it is available and start it at the time it is scheduled to be available. It may be delayed either by overrun of a previous live item or by other circumstances. Any such delay will not normally exceed <<insert period, e.g. 15 Minutes>> but if the start is delayed by more than <<insert period, e.g. 15 Minutes>> when We will <<Insert details of how We will compensate >> to compensate You for any inconvenience that You suffer as a result.

9.3 When You place an order for Paid Content, You will be required to expressly acknowledge that the Paid Content to be made available to You is subject to the terms of the Subscription Confirmation. You will be required to expressly acknowledge that by accessing (e.g. downloading or streaming) any Paid Content, You will lose

When You place an order for Paid Content, You will be required to expressly acknowledge that the Paid Content to be made available to You is subject to the terms of the Subscription Confirmation. You will be required to expressly acknowledge that by accessing (e.g. downloading or streaming) any Paid Content, You will lose

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9.4.2 To update
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9.5 If We need to susp
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Clause 13.2.

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dangerous problem with the Paid
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9.6 We may suspend p
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9.7 Any refunds under
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9.8 Refunds under this
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10. Licence

10.1 When You purchas
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third parties).

s Paid Content, We will grant You
e, non-sublicensable licence to
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material that We may licence from

10.2 The licence granted
usage restrictions [a

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10.2.2 When You use a Paid Content item or even communicate with another person using the Paid Content as one of the means of communication (by voice, text, image or otherwise) or otherwise) in any case; [and]

in facility to access a Paid Content item or even communicate or make accessible to any other person who has not previously accesses or participates in it or otherwise) or otherwise) expressly request or permit in any

10.2.3 <<Insert additional information or permissions as required>>.

or 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 the Paid Content available through Us does not comply with this clause, please contact Us as soon as it is reasonably possible to inform Us of the problem. Your available remedies are:

that is of satisfactory quality, fit for purpose, and as described. If any Paid Content does not comply or We do not so comply, it is reasonably possible to inform Us of the problem as follows:

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

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 and to Your satisfaction, You may be entitled to a partial refund.

If the problem has not been (or cannot be) fixed within a reasonable time and to Your satisfaction without significant inconvenience to You, You may be entitled to a partial refund.

11.1.3 If You cannot use the Paid Content for other content, You may be entitled to a repair or replacement or compensation.

If the Paid Content has damaged Your device or data because We have not used reasonable care and skill, You may be entitled to a repair or replacement or compensation. 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 is not a beta version, for example, if the Paid Content has warned You of the fault(s) (for example, if the Paid Content has warned You of the fault(s) in other content), if You have used the Paid Content for a purpose that is not intended for that purpose and the problem has resulted from Your misuse of the Paid Content or if the problem is the result of misuse of the Paid Content.]

We will not be liable under this Clause 11 if We informed You of the fault(s) before You accessed it and it is not a beta version, for example, if the Paid Content has warned You of the fault(s) in other content), if You have used the Paid Content for a purpose that is not intended for that purpose and the problem has resulted from Your misuse of the Paid Content 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 <<insert name or department>> of the customer services department of the Paid Content provider.

If there is a problem with the Paid Content, please contact Us at <<insert contact details>> or <<insert name or department>> of the customer services department of the Paid Content provider.

11.4 Refunds (whether in the form of price reductions in price) under this Clause 11 will be available within 14 days of the day on which We agree that You are entitled to a refund.

Refunds (whether in the form of price reductions in price) under this Clause 11 will be available within 14 days of the day on which We agree that You are entitled to a refund.

11.5 Refunds under this Clause 11 will be made using the same payment method that You used when You made the request that We made.

Refunds under this Clause 11 will be made using the same payment method that You used when You made the request that We made.

11.6 For further information, please contact Your local Citizens' Advice Bureau.

As 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 for any reason, including if You have changed Your mind, and receive a full refund. The period for the refund is the period between the date of the Confirmation (i.e. when the Contract between You and Us is formed) and ends

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

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when You access (or allow Your Subscription to be accessed) any Paid Content, or 14 calendar days after the date of such access, whichever occurs first.

12.2 After the cooling-off period, You may cancel Your Subscription at any time. However, subject to Clause 13, We cannot offer any refunds and You will not have 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 renew by mistake), You may cancel Your Subscription at any time to access any Paid Content since the date of purchase (or the date of renewal, if applicable). We will issue a full refund of the Subscription fee (or allow Your Subscription to be accessed) as soon as possible and do not attempt to charge You for any Paid Content that You have not accessed any Paid Content (or until the renewal or expiry date, as appropriate) of the Subscription and issue a full refund. If You have accessed any Paid Content since the Subscription has started, We will continue to have access to the Paid Content for the remainder of the Subscription (up until the renewal or expiry date, as applicable).

12.4 If You wish to exercise Your right to cancel under this Clause 12, You may inform Us of Your intention to cancel by any means that You wish, however for Your convenience We offer to accept cancellation requests through Our Site <<insert link>> and will provide You with a written confirmation. Cancellation by email or by post is effective as soon as We receive it. If You would prefer to cancel by telephone, please contact Us on the details:

12.4.1 Telephone: <<insert number>>;

12.4.2 Email: <<insert email address>>;

12.4.3 Post: <<insert address>>;

in each case, providing Your name, address, email address, telephone number, and a copy of the Contract.

12.5 [We may ask You to provide details of the reasons for Your cancellation. You may provide to improve our services, however please note that we will not disclose any details 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 of the day on which You inform Us that You wish to cancel.

12.7 Refunds under this Clause 12 will be made to You using the same payment method that You used when You purchased the Subscription [unless You specifically request that We make the refund by a different method].

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) that You do not agree to. If the change is set to take effect before the end of Your current Subscription, We will issue a full refund of the Subscription fee (or allow Your Subscription to be accessed) as soon as possible and do not attempt to charge You for any Paid Content that You have not accessed any Paid Content (or until the renewal or expiry date, as appropriate) of the Subscription and issue a full refund. If You have accessed any Paid Content since the Subscription has started, We will continue to have access to the Paid Content for the remainder of the Subscription (up until the renewal or expiry date, as applicable).

13.2 If We have suspended availability of any Paid Content for more than <<insert period>>, or We have informed You that we are going to suspend availability of any Paid Content for more than <<insert period>>, You may end the Contract immediately, as

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13.3 If there is a risk that
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13.4 If We inform You of
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partial refund and compensation. For
refer to Your local Citizens Advice

13.6 Refunds under this
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effective, using the same payment
Your Subscription [unless You
sing a different method].

13.7 If You wish to exerc
so in any way Y
cancellation form of
the Subscription C
cancel, please use t

under this Clause 13, You may do
Your convenience We offer a
> and will include [a link to] it with
d prefer to contact Us directly to

13.7.1 Telephone

ber>>;

13.7.2 Email: <<ir

13.7.3 Post: <<ins

in each case, pro
telephone number,

name, address, email address,

13.8 [We may ask You v
You provide to imp
You are under no o

cancel and may use any answers
services, however please note that
etails if You do not wish to.]

14. Our Liability to Consumer

14.1 We will be respons
suffer as a result of
a result of Our neg
consequence of Ou
Us when the Contr
damage that is not f

the loss or damage that You may
Terms of Sale (or the Contract) or as
is foreseeable if it is an obvious
or if it is contemplated by You and
not be responsible for any loss or

14.2 Our Paid Content
warranty or represe
or industrial use of
loss of business,
opportunity.

commercial use only. We make no
content is fit for commercial, business
liable to You for any loss of profit,
s, or for any loss of business

14.3 If, as a result of Ou
(including but not lin
or other content be
You appropriate co
this provision if:

reasonable care and skill, any content
from Our Site damages Your device
either repair the damage or pay
e that We will not be liable under

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- 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. We will make You aware of before You purchased the device.

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- 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, or that does not fit for any purpose made known to Us.
- 14.5 Nothing in these Terms shall include or limit Your legal rights as a consumer. For more information on Your rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.
- 14.6 We will not be responsible for any loss of Paid Content due to any technical failure of Our Contract resulting from factors outside Our reasonable control (including but not limited to a technical failure locally referred to in the attachment below).

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15 Complaints and Feedback

- 15.1 We always welcome feedback from our customers and, whilst We always use all reasonable endeavours to resolve Your experience as a customer of Ours is a positive one, 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, by post 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 online complaint form;]
 - 15.3.4 [By contacting our customer service team on <<insert telephone number>> [and <<insert extension number>> when prompted].]

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16 How We Use Your Personal Information (Data Protection)

We will only use Your personal information 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>>].

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17 Other Important Terms

- 17.1 We may transfer (including by way of Sale (and under the provisions of the Consumer Credit Act 1974, for example, if We sell the business)) all or part of our business and rights under these Terms of Sale to a third party (this may happen, for example, if We are sold). If such a transfer occurs, You will be informed by

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Us in writing. Your relationship with Us will be affected and Our Terms of Sale will be transferred to You.

of Sale (and the Contract) will not be affected and Our Terms of Sale (and the Contract) will remain bound by them.

17.2 [You may not transfer Your rights and obligations under these Terms of Sale (and under the Contract) without Our express written permission. We may not permit the transfer of such rights and obligations for reasons>>.]

rights and obligations under these Terms of Sale (and under the Contract) without Our express written permission. We may not permit the transfer of such rights and obligations for reasons>>.]

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

no other person shall have any rights to enforce any of its terms.

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

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

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

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

17.6 We may revise these Terms from time to time in response to changes in relevant laws and regulations. If We change these Terms of Sale as they relate to You, We will give You reasonable advance notice of the changes (not happy with them).

We may revise these Terms from time to time in response to changes in relevant laws and regulations. If We change these Terms of Sale as they relate to You, We will give You reasonable advance notice of the changes (not happy with them).

18 Law and Jurisdiction

18.1 These Terms and the relationship between You and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, the law of [England] [Northern Ireland] [Scotland].

These Terms and the relationship between You and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, the law of [England] [Northern Ireland] [Scotland].

18.2 As a Consumer, You are entitled to the benefit of the mandatory provisions of the law in Your country of residence. Clause 18.1 above takes away or restricts those provisions.

As a Consumer, You are entitled to the benefit of the mandatory provisions of the law in Your country of residence. Clause 18.1 above takes away or restricts those provisions.

18.3 As a Consumer, any proceedings or claim between You and Us relating to these Terms or the relationship between You and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of [England] [Scotland, or Northern Ireland, as determined by You].

As a Consumer, any proceedings or claim between You and Us relating to these Terms or the relationship between You and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of [England] [Scotland, or Northern Ireland, as determined by You].

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1. The Dance Classes/Workouts

The classes/workouts (referred to as "Classes/Workouts") that We provide will involve one or more of the following:

The classes/workouts (referred to as "Classes/Workouts") that We provide will involve one or more of the following:

<<select from, add to list>>

<<select from, add to list>>

[Zumba]

[Line Dance]

[Jazzercise]

[Latin Dance]

[Hip Hop Aerobics]

[Belly Dancing]

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[Cardio Dance Class]
[Step Aerobics]
[Break Free Dance]
[Aerobics]

We make no warranty or
about as a result of taking
customer depending on va
fitness.

2. **Use of [the Zoom web-co**
service delivery platform>>

We offer Sessions online
attend a session at Our pre

We use technology which
that You have the approp
this purpose, We use [the
OR [<<insert description of

Where We are to make
[<<insert name of other o
platform, it will be on the fo

3. **The technology that We v**

We will subscribe to [Z
platform>>] and will pay an
service delivery platform>>
“host” and to provide the S
name of other online servic

To receive or participate i
included in Your Subscript
name of other online servic
charge for use of the [Z
platform>>] facility or to jo
made available by Your Su

We do not provide any PC
or any [Zoom] [<<insert n
other software for use on o
or other equipment or fac
name of other online servic

4. **The technology and othe**

It will be Your sole respon
with all necessary technolo
[Zoom] [<<insert name of o

You will need have access
this purpose:

- (a) An appropriate fund
- (b) An up to date [Z
platform>>] App w

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y particular result will be brought
results will differ from customer to
without limitation, body type and

OR [<<insert name of other online
ions

ou can choose when You cannot
reason.

ou with Sessions online provided
(below) to receive that Session. For
o conferencing platform (“Zoom”)
every method/s offered>>].

available by means of [Zoom] **OR**
platform>>] rather than any other

providing

of other online service delivery
om] [<<insert name of other online
ription. It will enable Us to act as
e internet via the [Zoom] [<<insert
cility.

e have agreed with You is to be
that Session via [Zoom] [<<insert
ou will not need to pay any fee or
of other online service delivery
only need to pay for the Session

hone or other hardware (“Device”)
service delivery platform>>] App or
any internet connection or service
ble You to use [Zoom] [<<insert

responsible for providing

ou have access to, and familiarity
ive and participate in Sessions via
ry platform>>].

non-exhaustive list of facilities for

adequately charged;

of other online service delivery
need to be downloaded to Your

S

Device, and installed
You can receive or

correctly on Your Device, so that

- (c) Stable, reliable, internet
- (d) A safe and suitable environment appropriate, and to
- (e) Suitable clothing for
- (f) As advised by Us with you then or at any Sessions.

te speed;
h to watch, listen, speak where
; and
order for a Subscription or agreed
r equipment that You will need for

We do not make supply or service delivery platform>> are not a party to Your d responsibility or liability to governed by such terms a of other online service deli to You imposes on such d

om] [<<insert name of other online to access any Paid Content. We at platform, and We will have no y respect. It will be subject to and y policy of [Zoom] [<<insert name third party provider of the platform

Paid Content consisting of name of other online downloadable directly from

provided via the [Zoom] [<<insert rm>>] platform but is instead

5. **Scope of what We provide**

(1) **Technology**

We do not, and cannot, technology. If You need an it from an appropriate third what technology is needed

set up, maintain, or operate any about technology, You should seek cannot, give You any advice about

We do not claim to have a need or use for the purpos We may, if You request it, offer suggestions in good report, but it will not be ir responsibility or accept a resolve any problem or if b problem, loss or damage Your content is damaged Clause 14.3.

relation to any technology that You ipating in any Sessions. However, any Session, and without charge, tem with that technology that You We do not therefore take on any suggestion does not help You to ggestion You experience any other er thing except if Your Device or We are liable to You under sub-

We will not be responsible any failure or delay in per any cause beyond Our rea pay for Session that We reasonable control may inc

ble to access any Session due to under the Contract resulting from uch case, You will remain liable to o You. Such causes beyond Our o):

- (a) Where You are una have asked Us for the problem); or
- (b) Any slow speed, in inadequacy of, or o service (e.g. teleco rely on; or
- (c) Failure of or defec

ology problem (whether or not You suggestions as to how to resolve
other breakdown, unavailability or service or any other equipment or g, audio or visual) that You use or
ert name of other online service

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delivery platform>>
You; or

You to make Sessions available to

(d) Your inability to acc

ure of or defects in Our Site etc.

(2) **Equipment etc**

We do not supply or arran
but [on request] We [may
You will or might need to t
tell You where or how You
that You will need will be a

her equipment that You will need,
I will you the type/s of equipment that
and We [may in Our discretion][will]
systems of equipment. All equipment

6. **Account setup needed**

In order to purchase any S
to setup and then maintain
process of setting up an Ac
setup.

any Session/s, You will first need
Our Site will guide You through the
the following in regard to Account

You may not create an Acc

years of age.

We only offer Paid Conter
may only open an Account

individuals residing in the UK. You
s in the UK.

During the process of se
password and user name.
Your Account.

ou will be required to choose a
ou choose a strong password for

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

regarding Your Account, such as

7. **Your responsibility for Yo**

urity

You must not share Your A
that Your Account is be
immediately. We will not be

details with anyone. If You believe
permission, please contact Us
sed use of Your Account.

You are fully responsible
account information and fo
You must ensure that You
Your access to a Session.
Your password or Account

Confidentiality of Your password and
under Your password or Account.
ount at the end of each period of
otify Us of any unauthorised use of
ecurity relating to Your Account.

You must never use anyon
specific occasion in questio

prior authorization from Us for the

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

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

If You have an active Subs
the period of that Subscri
granted to any Sessions by

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

If You wish to close and de
of section>>' section of Ou

may do so via the '<<insert name

8. **Your privacy and secu**
synchronous live strea
customers

n when You access two way
are also accessible to other

Where any Session that Y
and/or video technology (n

ny synchronous live stream audio
ay transmission), on the occasion

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You access it, it will be similar to others who have also purchased it and choose to access it. You will be notified that that Session will only be made available only to You.

Therefore, unless a two way live audio and/or video Session is only made available to You, you will not be able to attend that Session:

(a) When You sign in to the [insert name of other online service delivery platform>>], You should be notified that Your name will be visible to Our other customers;

(b) You understand and agree that there is a risk that other customers and other people may see or hear You using the video and/or audio facilities of the [Zoom] [insert name of other online service delivery platform>>] App and Your Device) not only in the Session but also in the space and its surroundings and other recordings when You are participating in the Session;

(c) The space You use for the Session is not private and it should be difficult for other customers to see or hear You using the [insert name of other online service delivery platform>>] App and Your Device) not only in the Session but also in the space and its surroundings and other recordings when You are participating in the Session;

(d) There are potential risks to the confidentiality of any interactions between people in the Session. For example, You might decide to use a private mobile phone or other devices in the Session;

(e) We cannot ensure the confidentiality of any information shared during Sessions involving the use of technology that may be subject to risks of confidentiality and the theft of personal information;

(f) In any event, it will be difficult for You to ensure that You have a suitable space to use when attending a live two way Session in order to protect Your privacy and that of others near that space.

(g) We will not be liable for any loss or damage from Your failure to comply with or take account of any of the above.

(h) We do not undertake to and do not intend to ensure that You have a suitable space to use when attending a live two way Session in order to protect Your privacy and that of others near that space.

(i) We do not undertake to and do not intend to ensure that You have a suitable space to use when attending a live two way Session in order to protect Your privacy and that of others near that space.

(j) We do not undertake to and do not intend to ensure that You have a suitable space to use when attending a live two way Session in order to protect Your privacy and that of others near that space.

(k) We do not undertake to and do not intend to ensure that You have a suitable space to use when attending a live two way Session in order to protect Your privacy and that of others near that space.

(l) We do not undertake to and do not intend to ensure that You have a suitable space to use when attending a live two way Session in order to protect Your privacy and that of others near that space.

(m) We do not undertake to and do not intend to ensure that You have a suitable space to use when attending a live two way Session in order to protect Your privacy and that of others near that space.

(n) We do not undertake to and do not intend to ensure that You have a suitable space to use when attending a live two way Session in order to protect Your privacy and that of others near that space.

(o) We do not undertake to and do not intend to ensure that You have a suitable space to use when attending a live two way Session in order to protect Your privacy and that of others near that space.

(p) We do not undertake to and do not intend to ensure that You have a suitable space to use when attending a live two way Session in order to protect Your privacy and that of others near that space.

9. **Health and Safety**

You acknowledge and agree that:

(a) Any Session may be subject to health and safety regulations;

(b) Certain particular activities may be unsuitable for You if You have special, medical, health or fitness problem or condition.

(c) Due to the remote nature of the Sessions, We do not undertake to and do not intend to ensure that You have a suitable space to use when attending a live two way Session in order to protect Your privacy and that of others near that space.

(d) Whilst the instructors are appropriately [experienced] [and] [qualified] and will be subject to a minimum, each][Each] instructor will hold the following qualifications:

[insert details of the qualifications required for the membership of the relevant professional body and has/have attained the relevant qualifications]

[insert details of the qualifications required for the membership of the relevant professional body and has/have attained the relevant qualifications]

[Accordingly, they are qualified and insured to conduct the Session]

[Accordingly, they are qualified and insured to conduct the Session]

[Accordingly, they are qualified and insured to conduct the Session]

[Accordingly, they are qualified and insured to conduct the Session]

[Accordingly, they are qualified and insured to conduct the Session]

[Accordingly, they are qualified and insured to conduct the Session]

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Sessions.]

- (e) Access to any Session is on the basis that
 - Our instructors do not have expertise in health professions, and they do not have any conditions or impairments;
 - Any advice provided by an instructor involved in a Session does not constitute medical advice and does not substitute for advice provided by a medical professional;
 - You voluntarily participate in a Session with full knowledge that even if an instructor is not negligent there is an inherent risk of personal injury or damage resulting from Your participation in any Session, including the use of any equipment used by You;
 - We will endeavor to provide an instructor for each Session within the time frame of Your Subscription, but from time to time need for various reasons to substitute an instructor or for any one or more Sessions, including when an instructor assigned to You is not available due to illness, injury, or any other reason resulting in Our not being able to provide an instructor to You.

(f) When You setup and purchase any Subscription, book and participate in any Session, You will have no health, fitness, or physical conditions (including, but not limited to cardiac irregularities, hypertension, diabetes, dizziness; asthma, allergies, or other medical conditions) which may be aggravated or comprised in any Session You purchase.

(g) You will ensure that You are in good health at the time that You purchase, and You will be responsible for Your own state of health, physical fitness, and safety during any Session.

(h) If You have any health, fitness, or physical conditions, You will seek appropriate medical advice from a relevant professional medical practitioner before purchasing or participating in any Session.

(i) Where necessary, You will seek medical or other advice from a relevant professional practitioner before purchasing or participating in any Session. We cannot and do not provide such advice.

10. **Advising Us about Your Health**

When You purchase a Subscription, You agree that **We advise You** to advise Us [within 48 hours] before You participate in any Session, of any special physical conditions, physical limitations, or any medical condition or on-going medical treatment which may be relevant to any activity to be undertaken at a Session.

- (a) Of any special physical conditions, physical limitations, or any medical condition or on-going medical treatment which may be relevant to any activity to be undertaken at a Session;
- (b) Of any medical condition or on-going medical treatment which may affect Your ability to undertake any activity at a Session or to use any equipment which may be worsened by any activity at a Session;
- (c) Of any circumstances which may be worsened by any activity at a Session;

tion or guidance from an instructor involving:

health professionals, and they do not have any conditions or impairments;

any advice provided by an instructor involved in a Session does not constitute medical advice and does not substitute for advice provided by a medical professional;

You voluntarily participate in a Session with full knowledge that even if an instructor is not negligent there is an inherent risk of personal injury or damage resulting from Your participation in any Session, including the use of any equipment used by You;

We will endeavor to provide an instructor for each Session within the time frame of Your Subscription, but from time to time need for various reasons to substitute an instructor or for any one or more Sessions, including when an instructor assigned to You is not available due to illness, injury, or any other reason resulting in Our not being able to provide an instructor to You.

When You purchase any Subscription, You agree that **You will be Your confirmation that You** have no health, fitness, or physical conditions (including, but not limited to cardiac irregularities, hypertension, diabetes, dizziness; asthma, allergies, or other medical conditions) which may be aggravated or comprised in any Session You purchase.

You will ensure that You are in good health at the time that You purchase, and You will be responsible for Your own state of health, physical fitness, and safety during any Session.

If You have any health, fitness, or physical conditions, You will seek appropriate medical advice from a relevant professional medical practitioner before purchasing or participating in any Session.

Where necessary, You will seek medical or other advice from a relevant professional practitioner before purchasing or participating in any Session. We cannot and do not provide such advice.

When You purchase a Subscription, You agree that **We advise You** to advise Us [within 48 hours] before You participate in any Session, of any special physical conditions, physical limitations, or any medical condition or on-going medical treatment which may be relevant to any activity to be undertaken at a Session.

Of any special physical conditions, physical limitations, or any medical condition or on-going medical treatment which may be relevant to any activity to be undertaken at a Session;

Of any medical condition or on-going medical treatment which may affect Your ability to undertake any activity at a Session or to use any equipment which may be worsened by any activity at a Session;

Of any circumstances which may be worsened by any activity at a Session;

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(d) If You are pregnant or believe You are in the first 3 months of Your pregnancy.

are in the first 3 months of Your

If You advise about the above, please advise Us. We will then inform You of our discretion either:

You any such matter that You tell

- not to accept Your order because of that medical, health or fitness issue or special circumstance;
- to accept Your order and You must act in accordance with any instructions provided by Us, and We will be entitled to rely on Your confirmation set forth in the order.

because of that medical, health or

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must act in accordance with any

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