



'Helping You Fulfill Your Body's Potential'

Pilates Heaven Studio

Our Terms & Conditions

Memberships and Pilates Activities are provided and managed by Pilates Heaven Ltd. These terms and conditions ('Terms') set out the agreement between Pilates Heaven Ltd, ('Us', 'We', 'Our') and Members ('You', 'Your', 'Them', 'Their', 'They') using our studio ('Our Facility') to participate in our Pilates Classes ('Our Activities') operated by Pilates Heaven Ltd.

When You actively click the box on Our website, You are stating that You agree to Our Terms which may be updated at any time.

When Terms are agreed to, by actively ticking the box on Our website, You are communicating Your intent to accept Our Terms and this facilitates a legally enforceable contract. In agreeing with Our Terms You are not relying on any promise, assurance, statement, representation, warranty or understanding except as expressly provided within these Terms.

If You do NOT wish to agree to Our Terms, You should NOT actively click the box on Our website.

If You do NOT wish to agree to any updated Terms, please advise and Your Membership will be cancelled.

Our Terms aim to:

- Provide availability and access to Our services for all Members.
- Provide an environment that enables Members to exercise safely and effectively.

Applying for Membership

- Membership is subject to availability and approval.
- Persons applying for membership must be at least 18 years of age.
- Our automated online booking and class credit systems mean that We cannot guarantee 'Women only' classes.
- We only provide sole Memberships and use of Our Facility is restricted to Members only, in accordance with Their Membership type: Precision or FlexiClass.
- All Memberships are non-transferable. You must NOT allow anyone else to have access to Our Activities and Facility.
- No-one may attend any of Our Activities without becoming a Member (paying a joining fee) and without attending an introductory session. You CANNOT rearrange an introductory session once booked and there is NO refund of fees whatsoever if You don't attend one that You have booked.
- If NO issues present at the introductory session, We will approve Your Membership and Your first monthly subscription will be due on the 1st of the month.
- Membership will NOT be approved if, in Our considered opinion, any health and safety issues are apparent that will preclude someone from participating in the Activities at Our Facility.
- If you choose Precision Membership, the registered class day/time that You chose when signing up cannot be changed until at least one month after Your first subscription fee is paid.
- Irrespective of Membership type, You cannot change the date You commence Membership.
- In accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 pertaining to a 14-day cooling off period, if, between the introductory session and the 1st of the following month, You change Your mind about starting classes on the 1st of the month, You must notify Us by email. The automatic payment cannot be stopped but We will provide a refund of the 1st month's fees, subject to a £5 administration fee, and cancel Your Membership by removing Your account from Our system so that no further monthly subscriptions can be taken. No other fees will be refunded.
- As a Member,
 - You have access to Our online booking system & Precision members have access to Our class credit system.
 - You can book private lessons and purchase additional tokens.
 - You will receive Our bi-monthly newsletter and a monthly health resource from Us by email.
 - You should NOT turn up unexpectedly to any Activities. You must use a token to book Activities guaranteeing your class place.
 - All Members are expected to comply with terms concerning class attendance to ensure sufficient availability of class places each month.

Precision Membership

- Upon receipt of a monthly subscription due on the 1st of the month, You are registered to a designated class of Your choice guaranteeing You a place in that class. You are expected to attend this class regularly achieving an average attendance rate of at least 50% over a period of 4 consecutive months. Using tokens does NOT contribute towards the expected attendance rate.
- If You do NOT achieve the expected attendance rate and You do NOT wish to cancel Membership, You may request to transfer to a different class if this is likely to improve attendance or request FlexiClass Membership, but both are subject to availability and can

only be confirmed after the 20th of the month. You cannot change partway through a month.

- You should notify Us if there are personal circumstances preventing You from attending Your registered class for a period of at least 3 consecutive weeks and this will be taken into consideration when monitoring attendance.

FlexiClass Membership

- Your monthly subscription is paid on the 1st of the month and 4 PH tokens are applied to Your account on 2nd of the month. You use these tokens to book classes; all bookings are subject to availability.
- All FlexiClass Members are expected to attend on average at least twice per month over a period of 4 consecutive months.
- If You do NOT achieve the expected attendance rate, You should consider cancelling Your Membership.
- You may request to change to Precision Membership, but this is subject to availability and can only be confirmed after the 20th of the month. You cannot change partway through a month.

Payments

- Payments for services are taken from the debit or credit card registered on Your PH Member account.
- You may change the registered card on any day except the 1st of the month.
- There is only one attempt at taking payment for monthly subscriptions on 1st of the month.
- If Your bank declines Our request for payment of Your monthly subscription on 1st of the month, Your Membership is cancelled immediately. A declined request for payment may be because of lack of funds, the registered card has expired and NOT been updated, the registered card has been reported lost or stolen at some point and the bank has NOT removed the stop on this card. If this happens, Your only recourse to resuming Membership is to re-apply for Membership via Our online signing up process, subject to availability.
- All Members are solely responsible for the management and security of all billing.

Cancellation of Membership

- To cancel Your Membership, You must advise Us by email no later than the 15th of the month.
- If You notify Us after the 15th of the month, You will pay a further month's subscription before cancellation.
- Your Membership is cancelled with immediate effect if request for a monthly subscription payment is declined by Your bank. Refer to Payments for further details.
- We reserve the right to cancel Membership should a Member not comply with all or any part of these Terms, or if in Our considered opinion there are health and safety issues. Such action is always a last resort when discussion with a Member does not produce a satisfactory outcome. Membership may be cancelled at the next subscription renewal or with immediate effect depending upon the reason for cancellation.
- When Membership is cancelled, all privileges and rights are removed. Your account including all personal and bank details are removed from Our system; You are removed from any auto-enrolment; Your tokens are removed. There is no recourse to refund of any monthly subscriptions, tokens, or any outstanding private lessons.

Using tokens and cancelling classes

- To maximise class usage, all Members who are registered to a class or have used a token to book a class are expected to cancel a class if They cannot attend. Precision Members can start cancelling classes from the 1st of the month and should cancel all known absences as soon as possible.
- A token is awarded whenever a class is cancelled by a Member meeting the cut off time.
- Tokens are NOT awarded if a class is cancelled after the cut off time or a class is NOT cancelled at all.
- Cancellations can be reversed should a Member have made a mistake when cancelling or should a Member be able to subsequently attend a class that They have cancelled, both subject to availability.
- Using a token will guarantee a class place.
- Members must book and cancel Their own classes.
- Tokens are awarded automatically to Precision Members on 2nd of the month should there be a studio closure during that month. FlexiClass Members receive their 4 PH tokens as usual.
- If a Member runs out of tokens, additional tokens can be purchased via the website.
- Tokens have a 6-month expiry date and oldest tokens are used first by the automatic system when booking classes. Tokens applied on the same date will all have the same expiry date. Tokens are automatically removed from Your account on the date of expiry.
- One token may be used when booking a private lesson and the token will be deducted at point of payment if the Member has answered 'yes' to the question pertaining to the use of tokens.
- If tokens are awarded as prizes or gift vouchers, they are applied to a Member's account manually.
- Tokens are non-transferable, non-refundable, cannot be exchanged for cash under any circumstances, cannot be used in lieu of or contribute towards a monthly subscription, and cannot be used in lieu of full payment of a private lesson.

Cut Off Times – all cut off times apply to all days of the week

- **Daytime sessions up to 12.00:** 08.00 on the day the class is due to take place.
- **Evening sessions from 16.30:** 16.00 on the day the class is due to take place.

Private Tuition

- Private tuition is subject to separate terms and conditions which are provided to Members upon booking.

Refunds

- We only refund a monthly subscription in connection with the statutory 14-day cooling off period. See Applying for Membership.
- No other subscription fees are refunded.
- Introduction sessions cannot be rearranged once booked and fees paid during the signing up process are NOT refunded if an introduction session is NOT attended.
- If a refund is due, it will be paid direct to a Member's bank account and NOT refunded onto the bank card registered on Their PH account. Members are expected to provide personal bank details to facilitate the refund of monies.
- All refunds are subject to a £5 admin fee.
- Any course of action concerning refunds is at Our sole discretion.

Security, Communication & Privacy

- Members are solely responsible for the management and security of Their PH Membership account.
- Members may update personal details except Their email address and medical information.
- Contact Us to change Your email address or advise of any changes in medical information.
- Your email serves as both Your login and is the address to which all communication from Us will be directed.
- You must NOT divulge Your password to anyone else. If You forget Your password, You can reset it. For security reasons, We recommend that You use a strong password and that You change it regularly.
- In connection with Your Membership, there are certain email, letter and SMS communications which are necessary for Us to send to You to keep You fully informed of any operational issues at Our Facility.
- All communications from You to Us concerning Membership should be by email.
- All personal data is collected, processed, and stored in accordance with Our privacy policy for the purposes of performing Our contractual obligations to Members and Members cannot opt out of these communications.
- Our finance merchant, Stripe, is solely responsible for the storage, safekeeping, and security of Your password and debit/credit card details. We have no access to Your password nor Your debit/credit card details. You can access Stripe privacy policy using this link <https://stripe.com/gb/privacy>
- We are committed to protecting and respecting the privacy of all those who use Our website and Our Facility in line with the EU General Data Protection Regulation. In compliance with legislation regarding GDPR, a copy of our privacy policy is available at Our Facility and on Our website <https://www.pilatesheavenuk.com/privacy-policy/>

Health and Safety including Attire & Evacuation Procedure

- We are committed to the welfare of staff and Members using Our Facility.
- All staff have appropriate qualifications including First Aid and are committed to ongoing training.
- All accidents and incidents at Our Facility are recorded and kept on file.
- A first aid box is available in the exercise studio.
- If You have any concerns about starting Activities with Us, You should seek medical guidance from Your GP, midwife during pregnancy, or any other appropriate medical professional.

Those who can be reasonably sure that it is safe to participate in Pilates' exercise without seeking medical approval are:-

- Anyone aged over 15 and under 65.
- Anyone who answers 'no' to all the questions on the PARQ.

Those who should seek medical approval are:-

- Anyone aged under 15 and over 65.
- Anyone who answers 'yes' to any of the questions on the PARQ.
- Anyone who is unsure whether physical exercise is suitable for them.
- Anyone who thinks they may be pregnant.
- You must complete a Physical Activity Readiness Questionnaire (PARQ) at an introduction session. You should disclose any known health conditions on the PARQ. Whilst Modified Pilates is appropriate for injury and/or health conditions (including pregnancy), there may be circumstances when We consider that participation in Our Activities is NOT safe for You, and We will NOT approve further participation advising You to seek medical advice from a

medical practitioner if You have not already done so. There may be occasions when We do NOT consider that participation in Our Activities is safe even if You are undergoing medical treatment and We reserve the right NOT to approve further participation in Our Activities.

- Mums-to-be must complete an additional PARQ relating specifically to pregnancy. Mums who have given birth will be expected to complete an additional PARQ relating specifically to post-pregnancy.
- A PARQ must be updated if there are any changes in health and PARQs are updated annually.
- You must comply with Our Studio Rules displayed in the exercise area at Our Facility and other information provided throughout the Facility concerning health and safety. Your attire should be appropriate for Pilates Activities (see Attire below).
- We have a strict policy concerning mobile phones. Modified Pilates' exercise is not contraindicated for anyone with any of the following conditions ADD, ADHD, epilepsy, seizures, schizophrenia, and brain disorders. When participating in Pilates' exercise, the environment should be quiet, tranquil, and free from distraction. Any sudden noise may adversely affect anyone with any of the above disorders resulting in possible seizure, and therefore mobile phones should NOT be brought into the exercise area and must be left in lockers if brought to the studio.
- In the case of seizures, it is safe to exercise if seizures are medically controlled and there have been no seizures for a period of at least 6 months. If You have a history of seizures but no longer require medication, You may exercise only if there have been no seizures for a period of at least 6-12 months.
- You should comply with all exercise advice provided, including modifications to exercise movements. When exercising, You should expect to feel some discomfort initially especially if fitness levels are lacking, but You should stop performing a movement if You feel pain and We advise that You seek medical advice.
- You should not exercise if You feel unwell, including headaches, colds, coughs, sneezes, high temperature, influenza, Covid-19 symptoms, nausea, diarrhoea, or any other illness, or if You are taking medication to relieve such symptoms.
- During an exercise session, You should cease exercising immediately if you start to feel unwell or you must take medication. Medication should only be taken if it is prescribed by or on the advice of a GP or an appropriate medical practitioner.
- We reserve the right to cancel Membership if any issues, including health and safety concerns present either at an introductory session or during Membership and We cannot approve further participation in Activities at Our Facility or a Member does not comply with all or any part of these Terms. Such action will always be a last resort. Depending upon the reason for cancelling Membership, when We cancel Membership, we may remove Your account from Our system at the next subscription renewal allowing access to Our Activities & Facility until the next renewal, or we may remove Your account from Our system with immediate effect preventing access to Our Activities & Facility instantly.

Attire

- Clothing appropriate for fitness activities should be worn including leggings (long or 3/4 length) or cycling shorts.
- Medium to long length hair must be tied up.
- Head coverings may be worn for medical or religious reasons (scarves, beany hats, turbans or any other religious head covering) in such a way that the item of clothing does not endanger the wearer when using machines and equipment at Our Facility.
- Pilates socks must always be worn. Pilates socks should be fit for purpose offering sufficient grip. Members who wear worn out socks providing little, or no grip at all, do so at

Their own risk and We cannot be held responsible for any accidents caused as a result. Members should purchase new socks if Their socks are no longer fit for purpose, are worn out and/or have lost their grip.

- For safety purposes when using machines and equipment at Our Facility, We do advise the wearing of fitness or Pilates gloves. Gloves should be fit for purpose offering sufficient support and grip.
- For reasons of health and safety and protection of equipment, when using Our apparatus and equipment including reformers, **the following should NOT be worn:**
 - Baggy clothing.
 - Jeans or fitted trousers even if they are made of stretch material.
 - Items of clothing that have zips, buttons, or any form of embellishment.
 - Scarves tied around necks (except for those worn for religious purposes). Scarves worn for religious purposes should be such that they do not endanger the wearer when using any machines and equipment in the studio.
 - Belts.Jewellery. Stud earrings only.

Our Evacuation Procedure

- In the event of an emergency, Members are requested to leave the studio quickly and calmly, using the emergency fire exits. Do not prolong leaving by collecting possessions. Congregate at the pay and display car park behind The Harvester public house at the end of Gate Lane. The lesson signing-in sheet will be used to account for everyone. Everyone should remain at the car park until everyone has been accounted for and emergency services have advised what to do. No-one should re-enter the building until emergency services have advised it is safe to do so.

Grievances/Complaints

- We aim to provide quality experiences for Our Members, but We acknowledge that there may be times when We don't get everything right. Members who have concerns or complaints should talk to Us in person so that We can attempt to come to an amicable resolution, wherever possible. On all matters, We have the final decision and further correspondence will not be entered into in relation to any decision(s) made.

Public Liability

- We accept no liability for actions of Members who do not comply with all aspects of Health and Safety contained within these Terms and We cannot be held responsible for any loss or damage to personal belongings of Members using Our Facility, or any persons using the car park, or any car left by them, or contents thereof. Nothing in these Terms shall limit or exclude Us in liability for:
 - Death or personal injury caused by its negligence, or the negligence of its staff.
 - Fraud or fraudulent misrepresentation.
 - Breach of Terms implied by section 2 of the Supply of Goods and Services Act 1982.
 - Any other liability which cannot be limited or excluded by the operation of law.
 - We shall have no liability to any Member, whether in contract, tort (including negligence), breach of statutory duty or otherwise for any indirect or consequential loss arising under or in connection with these Terms.

Our Rights

At Our absolute discretion, We reserve the absolute right to:

- Make reasonable changes to these Terms from time to time. Members will be notified via Their registered email address 10 days in advance of any amendments and are entitled to terminate Membership with immediate effect because of such action. In any matter concerning Our Terms, Pilates Heaven Ltd has the final decision and further correspondence will not be entered into regarding any decision made.
- Change Our opening hours and We shall not be liable for any inconvenience caused by such action. You will be entitled to cancel Your Membership with immediate effect. Any changes will only be made to serve the best interests of Our Members and Facility.
- Make alterations to Our Activities at any time and We shall not be liable for any inconvenience caused by such action. You will be entitled to cancel Your Membership with immediate effect. Any changes will only be made to serve the best interests of Our Members and Facility.
- Cancel additional ad-hoc activities at any time should less than 3 members have booked an Activity and We shall not be liable for any inconvenience caused by such action.
- Refuse admission to Our Facility by cancelling Membership AND/OR refuse to renew a Membership in circumstances whereby there may be issues, including health and safety concerns, that in Our considered opinion preclude participation in Activities at Our Facility OR in Our considered opinion a Member's conduct is detrimental to the goodwill or reputation of Pilates Heaven Ltd and amounts to a breach in Our Terms. This course of action is always a last resort.
- From time to time, we may carry out Membership subscription pricing reviews based on UK economy vs cost of providing services and UK RPI resulting in changes to Membership subscriptions at any stage during the Term of Membership, providing the Member with no less than 1 (one) months' notice before any changes take place. Membership subscriptions shall be increased no more than once per calendar year and notice of any changes in Membership subscriptions shall be provided by email.