



‘Helping You Fulfill Your Body’s Potential’

## **STUDIO MEMBERSHIP Terms & Conditions**

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 Pilates Classes (‘Our Activities’).

- These Terms include Members’ rights, responsibilities, and duties.
- Members are contractually obliged to accept these Terms. This is a legally enforceable contract not relying on any promise, assurance, statement, representation, warranty or understanding except as expressly provided within these Terms.
- By actively ticking a tick box on Our website, You communicate Your intent to accept these Terms and We expect that You have read them. After Membership has commenced, if Terms are updated and You do NOT wish to accept the updated Terms, You should cancel Membership.
- We apply Terms strictly and equally to all Members to ensure everyone is treated fairly and justly without discrimination.
- There may be times when We deem it appropriate to offer one-off gestures of goodwill concerning these Terms and such gestures are made at Our sole discretion.
- In any matter concerning these Terms, We have the final decision, and NO further correspondence will be entered into regarding any decision made.

### **Use of Our Facility**

- Use of Our Facility is restricted to Members only, subject to availability, and all Members must be at least 18 years of age.
- We only provide sole Memberships and use of Our Facility is in accordance with the Member’s Membership type, ie Precision or FlexiClass.
- All Memberships are non-transferable.
- We cannot guarantee ‘Women only’ classes.

### **Applying for Membership**

- Applying for Membership is done by signing up on Our website, creating a Member account (PH account), and booking a group reformer introduction session.
- When signing up is successful, payment of fees will be made (signing up fee and group reformer introduction session fee), and an automated email will be sent confirming this including the date of the group reformer introduction session.
- Once booked, the group reformer introduction session CANNOT be rearranged. There are NO refunds should anyone who has booked a group reformer introduction session NOT attend one.

- Group reformer introduction sessions are uploaded onto Our website one month at a time and booking deadlines apply. If anyone misses a booking deadline, They should wait until at least midday on the 3<sup>rd</sup> of the following month when the next month's group reformer introduction session will be uploaded to Our website.
- Anyone who attempts to sign up when a group reformer introduction session is NOT available will have created an invalid PH account and NO fees will have been paid. Before any further attempts to sign up can be made, the invalid PH account must be removed by Us and We will send an email notification to confirm that all personal data has been removed from Our system.
- We do NOT provide private reformer introduction sessions.

### **Approving Membership**

- Membership will only be approved at the end of a group reformer introduction session if there are NO issues pertaining to health and safety that might prohibit class participation.
- Membership must be approved by 20<sup>th</sup> of the month and once approved, the automated payment system for monthly lesson fees will be activated. Once activated, this CANNOT be cancelled, and a start date CANNOT be deferred.
- In accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 pertaining to a 14-day cooling off period, after the group reformer introduction session and up to the 1<sup>st</sup> of the following month, Membership is NOT obligatory and anyone who changes their mind and does NOT want to commence Membership should advise Us by email before the 1<sup>st</sup> of the following month. Because the automated payment system CANNOT be stopped after Membership has been approved, We will refund in full any payment received on 1<sup>st</sup> of the month. NO other fees will be refunded. Membership will be cancelled. See Refunds for further information.

### **Precision Membership**

- Upon receipt of a monthly class subscription on 1<sup>st</sup> of the month, Precision Members are assigned to the class of Their choice guaranteeing Them a place in that class for one month.
- Precision Members may change classes, subject to availability. If a change of class CANNOT be accommodated, the Member can opt to change to FlexiClass Membership temporarily until space is available.
- Precision Members can change to FlexiClass Membership permanently.

### **FlexiClass Membership**

- Upon receipt of a monthly class subscription on 1<sup>st</sup> of the month, FlexiClass Members receive 4 PH tokens on 2<sup>nd</sup> of the month which They use to book classes, subject to availability.
- FlexiClass Members can change to Precision Membership, subject to availability.

### **Class/Membership Transfers**

- All class/Membership transfer requests must be made by email no later than 15<sup>th</sup> of the month, are subject to availability, and offered on a first come, first served basis.
- Members CANNOT transfer classes/Membership partway through a month.
- If a class/Membership transfer can be accommodated, it will be confirmed by Us between 21<sup>st</sup> and 1<sup>st</sup> of the following month by email and a Member will be assigned to the new class/Membership from 1<sup>st</sup> of the month.

### **Member Account (PH Account)**

- All Members access Activities at Our Facility via Their PH account and are solely responsible for its management, security, and operation.
- Members must contact Us if They wish to change Their login email address and/or if there are changes in health which may necessitate completion of a new Physical-Activity Readiness Questionnaire (P-ARQ).
- Members must ensure that They have a valid bank card registered to Their PH account. We recommend that all new Members change Their bank card shortly after starting classes with Us following Our specific instructions to ensure that Their PH Member account is working in this respect. If it is not working, We will advise what They should do. If it is working, They can either keep the new bank card on Their PH Member account or change it back to the original one.

### **Attendance Criteria**

- All Members are expected to attend classes in accordance with Their membership type over set 4-month periods (15-16 weeks), referred to as terms (Jan-Apr; May-Aug; Sep-Dec).
- Precision Members must attend Their assigned class at least 10 times per term to keep their guaranteed class place (attending other classes using tokens does NOT count). If They do NOT attend Their assigned class at least 10 times per term, They may either transfer to FlexiClass Membership or cancel Membership.
- FlexiClass Members must attend a total of at least 10 classes per term (any class) spreading Their attendance across the term as They wish. If They do NOT attend at least 10 classes per term, Membership must be cancelled.
- Any classes cancelled by Us will NOT affect a Member's attendance figures if They were due to attend the class.

### **Exemption From Attendance Criteria**

- Exemption from attendance criteria is only considered in the following circumstances.
  - Medical surgery that requires 6 weeks or more post-operative recovery.
  - Ongoing medical treatment, spine injury, joint injury, or health condition (including pregnancy) that prohibits participation in physical exercise for at least 6 consecutive weeks.
  - A Member providing palliative care for a close family member (spouse, partner, parent, sibling, child).
  - Bereavement of a close family member (spouse, partner, parent, sibling, child).
- Members who request exemption from attendance criteria must do so by email.
- Whilst exempted from attendance criteria, Members must continue to pay monthly class fees and comply with class cancellation Terms.
- Exemption can only be requested for 2 consecutive terms (8 months). After that, a Member must either resume regular class participation or cancel Membership.
- A Member can resume class participation as soon as They have medical clearance from a GP or medical practitioner that it is safe to resume physical exercise. They may return partway through a month.
- Exemption will NOT be granted retrospectively.

## Online Class Booking System

- Members can book classes from midnight on 1st of the month for one month only, subject to availability.
- Members are solely responsible for Their class bookings.
- There may be exceptional circumstances whereby We may book classes on behalf of Members and Members will be advised accordingly in such instances.
- Precision Members do NOT need to book any classes for the class that They are assigned to. They only book classes using PH tokens (PH tokens are accrued when a class is cancelled or by purchasing them).
- FlexiClass Members are required to book ALL classes using the PH tokens that They receive monthly (on 2nd of the month) plus any other PH tokens that They have NOT used from previous months.
- When a Member books a class, the automated system removes one PH token from Their PH token balance, the one with the shortest expiry date.
- Members should ensure that They have booked a class prior to the start time of the class. Class bookings CANNOT be made after the start time of a class.
- All classes except Class Specials and certain specialist classes require ONE PH token to book.
- Class Specials and certain specialist classes require 2 tokens to book; the first PH token is removed automatically when a Member books the class, and the second PH token is removed manually by Us. The PH token with the shortest expiry is removed in both cases. If a Member has booked a class that requires 2 PH tokens and They do NOT have sufficient PH tokens when it comes to removing a PH token manually, if They do NOT wish to purchase a PH token We will cancel the booking on Their behalf and notify them by email of the action We have taken.

## Online Class Cancellation System

- Members can cancel classes from midnight on the 1st of the month for ONE month only.
- Members are solely responsible for class cancellations with ONE exception. If a Member cannot cancel classes on 1st of the month because They are going to be on holiday with NO internet access, They should email Us in advance providing the dates They cannot cancel, and We will cancel the dates for Them. This is the only time that We undertake to cancel classes on Members' behalf.
- Upon cancellation, a PH token is refunded if the cancellation deadline is met. A PH token is NOT refunded if the cancellation deadline is NOT met.
- In the case of a No Show (NO cancellation and NO attendance), an additional PH token is removed manually by Us because the class place was NOT released.

## Cancellation Deadlines

- **Weekday morning sessions up to 12.00:** 08.00 on the day of the class.
- **Weekday evening sessions from 16.30:** 16.00 on the day of the class.
- **Afternoon sessions (Saturdays only):** 08.00 on the day of the class.
- **Zoom classes starting before 08.00:** after Zoom links have been sent.

## Cancelling Class Specials or Certain Specialist Classes

- Because these classes require 2 PH tokens to book, if the cancellation deadline is met, the first PH token is refunded automatically by the automated booking system, and the second PH token is refunded manually by Us.
- If the cancellation deadline is NOT met, NO PH tokens are refunded.

- If a No Show is incurred (NO cancellation and NO attendance), NO PH tokens are refunded, and an additional PH token is removed manually by Us because the class place was NOT released.

### **Late Cancellations & No Shows**

- A late cancellation is when a Member cancels a class after the cancellation deadline with less than 30 minutes to go before the start of the class.
- Membership is cancelled if on more than 3 occasions during a term, a Member incurs late cancellations, No Shows, or a combination of both.

### **Manual Removal of PH Tokens**

- When We attempt to remove a second PH token for a Class Special or a specialist class booking, if the Member has NO PH tokens, We will contact Them to advise Them that We have cancelled the booking. If They wish to attend, They should either purchase a PH token or cancel a class to enable Them to rebook the class, subject to availability.
- When We attempt to remove a PH token for a No Show, if the Member has NO PH tokens, We will contact Them asking Them if They are willing to purchase one (which will then be removed). If They do NOT wish to purchase a PH token and They have outstanding class bookings, arrangements will be made for Us to cancel one of Their class bookings. If They have NO outstanding class bookings, They will be advised that the next time They cancel a class, We will remove that PH token.

### **Rebooking Classes**

- Once a class has been cancelled, it can be rebooked subject to availability.
- Members are solely responsible for the rebooking of classes.

### **Studio Closures**

- The studio closes for public holidays and holiday breaks and Members are notified in advance of such closures.
- PH tokens are applied to PH accounts of Precision Members on 2nd of the month in lieu of any classes that would have taken place that month had Our Facility been open.
- FlexiClass Members receive 4 PH tokens as usual.

### **PH Tokens**

- PH tokens can be purchased (£10 per PH token); are accrued each time You cancel a class and each time We cancel a class that You were due to attend; Precision Members receive PH tokens for weeks the studio is closed. PH tokens can be viewed and are managed via Your PH Member account.
- We advise NOT purchasing PH tokens on 1st of the month and/or the last day of a month in case a monthly payment request is declined by Your bank. Refer to Section: Billing & Payments.
- PH tokens can be used to book classes and ONE PH token can be used towards the cost of a private session.
- PH tokens expire 4 months after the date of application. PH token application dates can be:
  - The date that a class is cancelled.
  - The date that FlexiClass Members receive Their 4 monthly PH tokens.
  - The date a PH token is purchased.
  - The date a PH token was applied for a class cancellation or a studio closure.

- PH tokens are non-transferable, non-refundable, CANNOT be exchanged for cash, CANNOT be used in lieu of or contribute towards a monthly subscription renewal or payment of any Activities whilst NOT a Member of Our Facility.
- When a class is cancelled, no matter how old the PH token was when the class was booked, a new PH token with a 4-month expiry is refunded. That is why We ask Members NOT to book and cancel classes whenever possible and to fulfil all bookings. If not, PH tokens are refreshed (old PH tokens are replaced with new ones).

### **Accruing PH Tokens by Repeated Booking and Cancelling of Classes**

- At the end of a term, Members who have more than 10 PH tokens will have ALL BUT ONE of these PH tokens removed from Their PH account, but They will still have access to use of these PH tokens under certain terms and conditions. Prior to the removal of the PH tokens, those affected will receive a screenshot of the PH tokens by email showing application dates and expiry dates.
- At the start of a new term, Members who have had PH tokens removed from Their PH account may request to have up to 4 new PH tokens applied to Their PH account and We will remove the same number of PH tokens from the screenshot (PH tokens with the shortest expiry date). The new PH tokens that are applied to the Member's PH account will have a 4-month expiry irrespective of the expiry date on the screenshot.
- If the Member still has more PH tokens on the screenshot, They can have access to any that have NOT expired by requesting more (up to 4 at a time) as long as They have ZERO PH tokens on Their Member account and have attended all classes booked using PH tokens.

### **Billing & Payments**

- Our billing system is an automated system using the bank card registered to Your PH Member account. All payments for monthly subscriptions, PH tokens, and private tuition are made using the bank card registered at the time of payment and You can only have ONE bank card registered on Your PH Member account at any ONE time.
- It is Your sole responsibility to manage billing and payments via Your PH Member account and to ensure that there is NO reason that a payment request from Our merchant will be declined by Your bank.
- Our merchant requests payment for monthly fees from midnight on 1st of the month. However, there may be unusual circumstances whereby Our merchant requests payment up to 24 hours earlier (from midnight on the last day of the month) which is out of Our control. Therefore, to cover such an anomaly, You should ensure there is NO reason for Your bank to decline a payment request from Our merchant on either the last day of a month (from midnight) or on the 1st day of a month (from midnight).
- Our merchant only makes ONE payment request and if that request for payment is declined by Your bank, Your Membership is terminated. We cannot be held responsible for the termination of Your Membership in such circumstances, and We cannot override the cancellation system. For further details, refer to Section: Declined Payment.
- In case a monthly payment request made by Our merchant is declined by Your bank, We advise ALL Members NOT to purchase any of Our services (PH tokens and/or private lessons) via Their PH Member account on 1<sup>st</sup> of the month and/or the last day of a month.
- There may be times when We request payment direct to Our bank account, such as when purchasing replacement Pilates' socks. Do NOT make payments to Our bank account unless requested to do so.

- From time to time, we may carry out Membership subscription pricing reviews based on UK economy versus cost of providing services and UK RPI resulting in changes to Membership subscriptions, providing the Member with no less than one months' notice before any price increase takes place.

### **Declined Payment**

- Your bank may decline a request for payment of a monthly fee from Our merchant for any of the following reasons:
  - Insufficient cleared funds on Your bank account at the time Your bank received the request for payment of a monthly fee from Our merchant.
  - The bank card on Your PH Member account has expired and You have NOT registered a new one prior to a payment request for a monthly fee from Our merchant.
  - The bank card on Your PH Member account has been stopped or cancelled either by You or Your bank, and You have NOT registered a new bank card to Your PH Member account prior to a payment request for a monthly fee from Our merchant.
  - You or Your bank have made changes to Your bank account requiring a new bank card and that new bank card has NOT been registered on Your PH Member account prior to a payment request for a monthly fee from Our merchant.
  - You have received a new bank card AND activated it, but You have NOT registered the activated bank card to Your PH Member account prior to a payment request for a monthly fee from Our merchant.
- A payment for a monthly subscription could still show as 'pending' on Your bank statement even though Your bank has already indicated to Our merchant that the payment request was declined. The 'pending' payment will be removed from Your bank statement at some point by Your bank. You should contact Your bank if You have any queries and/or want to know why Your bank declined Our merchant's payment request.
- If a payment request is declined:
  - We will notify You by email advising You of the reason the payment request was declined UNLESS Our merchant has specifically told Us NOT to do so, in which case We will instruct You to contact Your bank immediately.
  - Your PH Member account will remain visible and active up to and including the 2<sup>nd</sup> of the month (until all payment requests for monthly fees have been made on 1<sup>st</sup> of the month and PH tokens have been applied to FlexiClass accounts on 2<sup>nd</sup> of the month). During this time, You should NOT log in to Your PH Member account to use the class booking system and/or to purchase any of Our services (PH tokens and/or private lessons). If You use the class booking system, any class bookings You make will be cancelled when your PH Member account is removed, and any PH tokens and/or private lessons purchased will be lost with no recourse to refund.
  - You should NOT log in to Your PH Member account to make any changes to Your billing such as updating an expired bank card or changing the bank card (if the former bank card did NOT match the bank account at the time the payment request was made) because, at this point, NEITHER of these actions will make any difference because NO further payment requests will be made.
  - You should NOT make any payment direct to Our bank account to cover a monthly subscription and cash cannot be accepted. Making a payment direct to Our bank account or paying by cash will NOT activate auto-enrolment as this can only be activated using a valid bank card registered on a PH Member account.

- Once Your PH Member account is removed:
  - You have NO further access to it and the only data that We hold pertains to the maintenance of archive class registers. We hold no personal data, nor data pertaining to tokens and/or private sessions.
  - You are removed from any further auto-enrolment.
  - All Membership privileges and rights are removed.
  - There is NO recourse to refund of any monthly subscriptions, unused PH tokens, or outstanding private lesson appointments, which is why We instruct ALL Members NOT to purchase services via Their PH Member account on 1<sup>st</sup> of the month, 2<sup>nd</sup> of the month, and/or the last day of a month (refer to Section: Billing & Payments).

## **Refunds**

- We do NOT refund monthly subscription renewals, payments for PH tokens, or private tuition but there may be times when it is necessary to provide a full refund of a monthly lesson fee in connection with the statutory 14-day cooling off period after attending a group reformer introduction session.
- There may be times when We provide a refund as a one-off gesture of goodwill and these occasions are at Our absolute sole discretion. In such cases, if appropriate, We may apply a charge of £5.00 to cover admin/financial costs.
- A £5.00 charge will be waived if a refund is due to an error on Our part.
- Refunds will NOT be applied to the bank card on Your Member account via Our merchant, Stripe. We will refund direct to Your bank account once You have provided Your bank account details.
- There are NO cash refunds.

## **Request to Cancel Membership**

- All Members must notify Us by email of Their intent to cancel Membership no later than 15<sup>th</sup> of the month if They want to be removed from any further auto-enrolment and make NO further payments.
- If a request to cancel Membership is made after the 15<sup>th</sup> of the month, a payment request will be made at the next auto-enrolment renewal. Membership will be cancelled the following month, and NO further payment requests will be made after that. There is NO recourse to refund of any fees when the deadline is missed.
- Once We have received notice to cancel Membership, We will cancel classes that a Member is due to attend UNLESS They tell Us that They wish to continue attending for the remainder of Their Membership or They have already cancelled classes.
- Even though a request for cancellation is made:
  - All Members will still have access to Their PH Member account up to and including the 2<sup>nd</sup> of the following month. Therefore, on 21<sup>st</sup> of the month a Precision Member will be able to view the next month's classes when the next month's class registers are produced even though They have requested to cancel Membership.
  - On 1<sup>st</sup> and 2<sup>nd</sup> of the month, Your PH Member account will remain visible and active and will only be removed once ALL payment requests for monthly fees have been made on 1<sup>st</sup> of the month and tokens have been applied to FlexiClass Member accounts on 2<sup>nd</sup> of the month.
  - Whilst Your PH Member account remains visible and active, You should NOT log in to it to use the class booking system and/or to purchase any of Our services (PH tokens and/or private lessons). If You use the class booking system, any

class bookings You make will be cancelled when your PH Member account is removed, and any PH tokens and/or private lessons purchased will be lost with no recourse to refund.

- Once Your PH Member account is removed:
  - You have NO further access to it and the only data that We hold pertains to the maintenance of archive class registers. We hold no personal data, nor data pertaining to tokens and/or private sessions.
  - You are removed from any further auto-enrolment.
  - All Membership privileges and rights are removed.
  - There is NO recourse to refund of any monthly subscriptions, unused PH tokens, or outstanding private lesson appointments, which is why We instruct ALL Members NOT to purchase services via Their PH Member account on 1<sup>st</sup> of the month, 2<sup>nd</sup> of the month, and/or the last day of a month (refer to Section: Billing & Payments).
- Once membership has been cancelled by Us, it cannot be reversed if You change Your mind.

### **Resuming Membership after Membership has been Cancelled**

- You can resume Membership any time by signing up as a new Member on Our website, subject to availability. Refer to above Sections: Applying for Membership; Approving Membership.
- If You are resuming Membership because a monthly payment request made by Our merchant was declined by Your bank,
  - You should sign up for Membership as soon as you can after midday on 3<sup>rd</sup> of the month if You want to be assigned to the same class as You were assigned to previously. All class places are subject to availability at the time of signing up.
  - When signing up, You must book the group reformer introduction session.
  - You will NOT be able to attend the next month's classes whilst going through the signing up process.
  - You are NOT obliged to attend the group reformer introduction session that You booked, but We ask that You let us know if You will be attending or not.
  - If You attend the group reformer introduction session, You will be asked to check Your P-ARQ and update it accordingly.
  - You will be entitled to a new pair of Pilates socks.

### **Health and Safety including Evacuation Procedure & Attire**

- We are committed to the welfare of staff and Members using Our Facility as follows:
  - 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.
  - All information concerning health and safety is displayed throughout Our Facility and We expect anyone using Our Facility to comply with all aspects of health and safety, studio rules (etiquette) whilst in the exercise studio, and evacuation procedures.
  - Exercise Guidelines are given to potential new members prior to attending an introduction session. Members are reminded of the guidelines annually via email (including updates if necessary). We expect anyone using Our Facility to have read these guidelines and to comply with them.

- Exercise guidelines include advice when starting a new exercise activity, including Pilates, advice concerning the completion of Physical Activity Readiness Questionnaires (P-ARQs), advice about illness, Medication, Food, Drink & Attire, and mindful exercise.
- Members who do NOT comply with health and safety information, studio rules (etiquette), evacuation procedures, and exercise guidelines do so at Their Own risk and may also put others at risk.

### **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.

### **Communication**

- 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.
- We provide a quarterly newsletter and educational resources pertaining to Pilates' exercise, health, fitness, and well-being.
- Members CANNOT opt out of these communications.
- The email address used for logging into a Member account must be the same one used for email communication purposes.
- We send a copy of the quarterly newsletter to former Members, whom in Our considered opinion might like to be kept updated about Activities at Our Facility. Former Members are instructed to unsubscribe should They NOT wish to continue receiving such information.
- All communications from You to Us concerning Membership should be by email.

### **Privacy (GDPR)**

- All personal data is collected, processed, and stored in accordance with Our privacy policy for the purposes of performing Our contractual obligations to Members.
- Personal data is disabled when Membership is cancelled. We CANNOT access that data and it is kept solely for the maintenance of archive online registers. Anyone who wishes to have this personal data removed should request this by email. When We remove personal data, attendance on archive online registers is also removed.
- 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/>.

## **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 Members who do NOT comply with all aspects of Health and Safety contained within these Terms.
- We accept NO liability for any loss or damage to Members' personal belongings when using Our Facility, and any use of car parking facilities at Our venue.
- 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**

- We reserve the right to:
  - Make reasonable changes to these Terms notifying Members via Their registered email address at least 7 days in advance of any amendments.
  - Change the opening hours of Our Facility and close Our Facility for public holidays and holiday breaks.
  - Refuse an application for Membership on grounds of Health and Safety.
  - Cancel Membership on grounds of Health and Safety.
  - Cancel Membership when a Member's conduct is detrimental to Our goodwill or reputation and amounts to a breach of Our Terms.
  - Make changes to class timetables including the closure/cancellation of classes and We shall NOT be liable for any inconvenience caused when making such changes which are always a last resort.
  - We cancel classes if there are less than 3 Members booked into a class 24 hours prior to the class, or on the day of the class if Members have cancelled on that day, or if a teacher cannot fulfil a teaching commitment and no other teacher is available. Members due to attend are notified via automated email and receive a PH token.