

TERMS & CONDITIONS

- 1 These terms and conditions, together with our privacy notice (available at bodyprinciples.co.uk) govern the contract for the supply of services (and any associated goods) by Body Principles Limited ('we', 'us' or 'our') to the customer whose name is printed and signed at the bottom of this document.

OUR CLASSES

Group Classes

- 2 All Group Matwork Pilates classes, Pre- and Post-natal group Pilates classes and Group Pilates & Slings in Motion classes ('**Group Classes**') must be booked in advance. We believe that in order to benefit from Group Classes, regular attendance is required. Therefore, unless otherwise agreed between us, Group Classes must be purchased in a block of 10 sessions, which must be used within 12 consecutive weeks from the date of the first session in the block (subject to clause 14 below).
- 3 We are unable to offer refunds for blocks of sessions once you have attended the first session in the block but, if you are unable to attend your regular Group Class in any week, you may (by providing us with advance notice) join an alternative Group Class in that week, subject to availability and the class being, in our opinion, suitable for your level of ability and fitness. If you attend an alternative session then it will count as one of the block of 10 in the normal way.
- 4 If, once you have commenced your block of sessions, you become aware of a matter which will prevent you from attending Group Classes for a prolonged period, please notify us as soon as possible so that we can (without any obligation on us) seek to agree the best way forward in your circumstances.
- 5 If you have not participated in Group Classes previously then a Group Class can be booked as a one-off trial session.

Individual Classes

- 6 All 1-to-1 and 2-to-1 classes ('**Individual Classes**') must be booked in advance. Individual Classes can be purchased either:
 - 6.1 individually; or
 - 6.2 in sets of 5 or 10 sessions, which must be used within 6 months from the date of purchase subject to clause 14, unless otherwise specified or agreed in advance.
- 7 If you cancel, miss or postpone any Individual Classes already booked, we will try to offer the slot to another customer. However, if you provide us with less than 24 hours' notice and we are unable to find another customer to take up the slot we will be unable to make a refund unless the cancellation was due to you becoming unwell within 24 hours prior to the start of the session.
- 8 If you purchase sets of 5 or 10 sessions of Individual Classes under clause 6.2 above and decide not to use all sessions we may refund all such unused classes, subject to clauses 7 and 13.

For All Classes

- 9 All classes last for one hour (unless otherwise specified), with the exception of 2-1 Individual Classes which last for 1 hour 15 minutes. In the event that one client fails to attend the 2-1 Individual Class the class will be treated as a 1-1 Individual Class for the remaining client and will last for 1 hour.
- 10 Payment for a set of sessions is due in full prior to the commencement of your first session in the set of sessions purchased. Payment for a single session under clauses 5 or 6.1 is due in full prior to the start of the session.
- 11 Payments can only be made:
 - 11.1 in cash;
 - 11.2 by cheque made payable to Body Principles Limited; or
 - 11.3 via online transfer.
- 12 The level of class you are undertaking partly depends on the medical information you have provided about yourself. You must therefore inform the instructor of any changes in your medical condition as soon as you become aware of them. If during a class you experience any pain, breathlessness or any other discomfort you must stop immediately and notify the instructor.
- 13 We reserve the right to refuse admission to or continuation of a class where we consider it appropriate to do so. This includes but is not limited to medical reasons, complaint by or against you which is currently being investigated by us, and/or a previous incident of inappropriate behaviour. Where we refuse admission to or continuation of a class pursuant to this clause, we will not be able to give you a refund (or credit a class against the block of sessions you have already paid for) unless it is because you suddenly became ill during the class.
- 14 We may cancel any of our classes. If we do so, we will take reasonable steps to give you 24 hours' notice but it may not be possible to do so under certain circumstances. We will reschedule the cancelled session and the time limits specified in clauses 2 and 6.2 if appropriate will be extended by the time between the cancelled session and the rescheduled session.

- 15 Admission of your child to our studio during your class is entirely at our discretion and we may refuse admission of your child where we consider it appropriate to do so, including on safety grounds. Where we do allow your child in to the studio you will remain responsible for your child at all times. We do not provide any assurance that the studio is safe for your child and you understand and accept the risks of bringing your child into the studio. We, our employees, agents and subcontractors will not be held liable for any death or personal injury sustained by your child whilst at our studio, except death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors.
- 20 You understand the various risks associated with an exercise programme and it is your desire to participate. You agree that we, our employees, agents and subcontractors will not be held liable for any death or personal injury sustained by you during any of our classes, as a result of any exercises carried out by you outside of our classes in accordance with clause 16 and 17 above, and/or from the use of any equipment supplied by us, except death or personal injury caused by our negligence, the negligence of our employees, agents or subcontractors, or any defects in the equipment supplied by us.
- 21 We shall not be liable to you as a result of any delay or failure to perform our obligations under this document as a result of an event beyond our reasonable control including but not limited to strikes, lock-outs or other industrial disputes (whether involving our workforce or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

EXERCISES OUTSIDE OF CLASSES

- 16 From time to time we may provide you with a sheet of exercises that you may decide to undertake outside of our classes. Our instructor will indicate on the exercise sheet which exercises are relevant and/or suitable for you and you should not carry out any exercises not indicated nor which you have not previously carried out under instruction during one of our Group or Individual Classes. You should only carry out exercises that you are comfortable with.
- 17 If you do decide to carry out such exercises outside of our classes, you should take all necessary steps to protect yourself against risk of injury, including ensuring that you suitably warm up prior to undertaking any exercises and that you stop immediately if you experience any pain, breathlessness or any other discomfort. You should only undertake the exercises in a suitable environment.

OTHER IMPORTANT TERMS

- 22 A waiver by us of any right or remedy under these terms and conditions or by law shall not be deemed a waiver of any subsequent right or remedy available to us.
- 23 These terms are governed by English law. You and we both agree to submit to the exclusive jurisdiction of the English courts.

YOUR LIABILITY TO US AND OUR LIABILITY TO YOU

- 18 You accept that you are liable for any damage to our premises that you howsoever cause, including but not limited to any damage caused by your negligence.
- 19 You accept that we are not responsible for any loss or damage to any of your personal items that occur on our premises unless such loss or damage is caused by our negligence, the negligence of our employees, agents or subcontractors, or any defects in the equipment supplied by us.

CONSENT

By signing below, you confirm that you accept the terms and conditions set out above and agree to be bound by them.

Print name

Signature

Date