

Terms & Conditions 2021

These terms and conditions include general terms and conditions for use of this Site and terms and conditions relating to Services provided by Body Mindfulness Studio on this site and in our studio.

Please read these terms and conditions (“the Terms”) carefully and in full. The use of this Site, the creation of a Client Record, the purchase of any products or services via this Site and/or by email, over the telephone, by text or Social Media are all subject to the Terms and you hereby agree and confirm by continuing to use the Site, make purchases or book Services with us that you have read the Terms, understand the importance of them and agree to be bound by them.

You must check the Terms on every purchase or booking, as they may change from time to time without notice.

Definitions

In these Terms, “we”/”us”/”our” means Body Mindfulness Studio and “you”/”your”/”yours” means you, the student. “Service” or “Services” means any information and services, activities, classes and workshops, or personal programmes and individual sessions ordered and/or provided by Body Mindfulness Studio through or via this Site, or class venues, or instructors. Any electronic information supplied to you by us will constitute part of “Service” and not a product and cancellation rights will apply accordingly. Reference to a class, workshop, activity, or personal programme or individual session in these Terms mean a Service. “Site” means the web site www.bodymindfulnessstudio.co.uk, or replacement site(s) from time to time.

These Terms together with our booking confirmation (which may be oral or written) constitute the contract (“the Contract”) between us in relation to this Site and Social Media for the supply of Services to you. The Contract shall not be varied in any way whatsoever unless agreed in advance in writing between the parties.

Classes are always subject to availability but we will do our best to accommodate you in your chosen class.

All services must be prepaid and all clients agree to our 24hr notice policy when cancelling and/or rescheduling. If you have booked a service but miss it or cancel with less than 24hrs notice, you will be charged for it.

All services are valid for 6 months from the date of purchase unless otherwise stated.

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1. Injuries and Health, Important Waiver/Limitation of Liability

It is your sole responsibility to check with your doctor or medical practitioner about your suitability for our Services and to obtain their written consent prior to making a purchase. It is not our responsibility to do so. It is also vital that you supply us with correct information about yourself. We take great care to ensure safe practice, but there are inherent risks in any strenuous exercise programme and we, nor our instructors, accept any liability for injury or illness you incur through taking our Services or purchasing our products and/or by your failure to notify us of any existing injuries or health problems or special needs before you attend a class or to notify your instructor prior to the start of a class.

It is your sole responsibility to notify us on your Client Record or by email following the creation of your Client Record and prior to purchasing any Services of any health problem or injury you may have, including but not limited to: cardiac irregularities, spinal, bone, joint, tendon or ligament issues, spells of dizziness, asthma, or other breathing difficulty, diabetes, epilepsy or any allergy which may affect your participation in or be exacerbated by any Services.

You must also notify us by email and the instructor teaching your class before attending or participating in any class of any new circumstances affecting your health which may affect your ability to participate or be exacerbated through attending or continued use of our Services and/or which may have arisen or worsened since your last class.

You accept the risk of injury from performing exercises and using equipment and participating in our Services and acknowledge and accept that any advice provided by us, or our instructors at no time constitutes as medical advice or substitution for your own professional medical advice.

2. Important Waiver, Liability Statements and Warranties

Your Waiver: By purchasing a Service or Services and booking Services with us either via this Site, by email, on the telephone, in person or via Social Media, you accept that in consideration of being permitted to

participate in our Services, and use our equipment that on your own behalf and that of any heirs and assigns, you covenant not to sue us or our instructors and hold us, and our instructors harmless against, and waive and discharge us and our instructors, against all responsibility or liability for injuries, health issues, or damages, loss or death resulting from your participation in any of our Services or use of our equipment or products.

Warranties: Body Mindfulness Studio warrants that the products and services will be supplied with reasonable skill and care.

3. Arriving on Time

Please ensure you arrive on time for your Service as a courtesy to your instructor and your fellow students.

If it is your First Class, you must arrive at least 5 minutes prior to your scheduled class time. If you are more than 5 minutes late, you may not be admitted to the class and you may forfeit your class. This is to help with the avoidance of injury.

You must complete the warm-up part of the Service, which is designed to help with the avoidance of injury. Thank you in advance for understanding the need for this condition, which is designed to protect you from injury and is part of health and safety.

Note, if you are late and cannot be admitted to the class, you will still be charged for the Service.

4. Creating a Client Record, Booking and Payment

You must be over 18 to create an account ("Client Record"), and you can only create a Client Record in your own name. A parent or guardian may create a Client Record on behalf of their child.

Classes are sold in blocks of 12 and must be paid for in advance. You cannot transfer classes to any another person.

Individual Programmes are sold in blocks of 6 or 12 and must be paid for in advance.

Individual sessions are sold singly and must be paid for in advance or on the day of the session.

You can pay for Services or Products in Cash or by cheque, bank transfer, Credit or Debit card.

Class/Programme/Session fees may be increased at any time. We will give you 14 days notice prior to any increases.

5. Changing or Cancelling Bookings/Missed Bookings/Refunds

All classes or individual sessions may be cancelled with more than 24 hours without losing your class or individual session. The class will be

credited to your account for rebooking on an alternative date, it will not be refunded.

To change or cancel a booking, you must contact us by email, telephone or text prior to the 24 hour cancellation period.

You agree that all bookings cancelled with less than 24 hours notice will be charged in full.

Refunds – The rights of cancellation and refund and any limitation to these terms does not affect your statutory rights as a consumer. Refunds may only be made in cash or credited to the bank account used to make the purchase.

Refunds are only available if your Services have not expired. Refunds are discretionary and are not given after 1 month from the date of purchase of the Services. All refunds are subject to a £50 fee, which you will be required to authorise and permit us to process prior to the refund being made.

6. Rights where we cancel your booking, alter schedule timings or change an instructor

A binding contract is not formed until we accept your offer to make a booking for a Service or block of Services. An offer will be deemed to have been accepted by us once we have issued a booking confirmation via email, text or orally to you from us.

Notwithstanding the above, in the event due to instructor unavailability or a class having 2 people or less booked into it, we reserve the right to cancel all confirmed class bookings up to 60 minutes prior to the scheduled Service time. In the event of a cancellation, whether or not in accordance with the above, our only liability to you shall be the return of your class to your account for rebooking on an alternative date. No further compensation shall be due to you. No refund is available where a class is cancelled.

All Services are subject to availability. In the event we cancel a Service or Services that you have booked, we will contact you by e-mail, telephone or text. It is your responsibility to ensure that your Client Record details are up to date, as we will use them for all communication between us and you.

7. Holiday Periods/Extensions/Injuries

All Packages - ("Blocks of Classes/Individual Programmes") – can be extended by one calendar month from the date of expiry at a cost of . If your package has already expired by more than 1 month when the

extension is requested, we will only extend your package at our sole discretion.

Injuries – If you have an injury, which prevents attendance, you must supply a valid doctors note. On receipt of the same, we will extend your package for a period to be decided by us, at our sole discretion, at no cost to you. We cannot give you longer on your return to us than the period between the date you notified us of your injury and the expiry of your package. If you require further time, you will need to purchase an extension in accordance with your package terms.

8. Prices and Expiry Periods

All Prices – are subject to change with at least 14 days notice prior to such changes being applied. Special offers may be withdrawn at any time without notice.

All Classes/Workshops/Personal Programmes/Individual Sessions/Packages are non-transferable and subject to our 24-hour cancellation policy.

All Classes/Workshops/Personal Programmes/Individual Sessions/Packages – valid for 6 months from and including the purchase date, unless otherwise stipulated.

Special Offers – valid for the period of time stipulated in the offer from and including the purchase date.

9. Personal Belongings

All personal belongings left at our class venues during or outside of Service are at your sole risk and we are in no way responsible for their theft, loss or damage and you acknowledge that no claim may be brought for any loss, theft or damage to personal belongings or loss suffered as a result of any loss, theft or damage to your personal belongings.

10. Entry

We reserve the right to refuse entry.

11. Force Majeure

We shall not be liable or deemed to be in breach of these Terms by reason of any delay in performing or failure to perform any of our obligations in relation to these Terms, if the delay or failure was due to any cause beyond our reasonable control, including but not limited to, Acts of God, explosion, flood, fire or accident, tempest, war or threat of war, prohibitions, or measures of any kind on the part of the government, parliamentary, or local authority, strikes, lockouts, or other industrial action or trade dispute, I.T, viruses, difficulties in obtaining fuel, power failure or breakdown of machinery.

12. Severability

If any part of these Terms is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable then such part will be severed from these Terms, the remainder of which will continue to be valid and enforceable to the fullest extent permitted by law.

13. Site Usage/Intellectual Property Rights

You may use this `site, our Twitter Feed and Social Media for personal and lawful use in accordance with these Terms and you are not allowed to copy or use any material from our Social Media for any commercial purpose. You must not use our Social Media to post, upload or otherwise transmit material that is obscene, pornographic, threatening, menacing, racist, offensive, defamatory, infringing of any intellectual property or otherwise unlawful, to harass, stalk, threaten or otherwise violate the rights of others, to misrepresent your identity or status, to hack into our Social Media or any other related computer system, to deliver viruses or forward chain letters or similar materials that may be reasonably expected to inhibit others from using or enjoying our Social Media or any other web site or damage or destroy our reputation.

We accept no obligation to monitor the use of our Social Media. However, we reserve the right to disclose any information required by law and/or to remove, refuse to post or to edit any information or materials, to block your access and to take such other action as may be reasonably necessary to prevent a breach of these Terms or any breach of applicable law or regulation.

14. Your Personal Information

Usage of your personal information is governed by the Body Mindfulness Studio Privacy Policy, which forms part of these Terms and Conditions.