



STANDARD TERMS & CONDITIONS FIVE WEEK BLOCK “GOODBYE ACHY BACK” PILATES CLASSES

Background

These Standard Terms & Conditions, together with any documents referred to therein, set out the terms under which We will provide a five-week block of Goodbye Achy Back Pilates classes to You. Please read these Standard Terms & Conditions carefully and ensure that You understand them before booking and attending sessions with JA Pilates. If You do not agree to be bound by these Standard Terms & Conditions, We will not be able to provide our Goodbye Achy Back Pilates class services to You.

1. Definitions and Interpretation

In these Standard Terms & Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“**Agreement**” means the agreement between You and Us pursuant to which We shall provide the Services on the terms set out in these Standard Terms & Conditions;

“**Confidential Information**” means information which is of a secret, sensitive or confidential nature and which is disclosed by You in the course of Us providing the Services to You;

“**Data Protection Legislation**” means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data;

“**Fees**” means the fees payable for block of classes, as set out on Our website or as otherwise advised to You by Us from time to time;

“**Instructor**” means an instructor engaged by Us to provide the Services to You under the Agreement;

“**Services**” means the Goodbye Achy Back Pilates classes to be provided to You by Us under the Agreement;

“**Session**” means a Goodbye Achy Back Pilates session booked by You with Us and which is scheduled to take place either in person or online;

“Us” or “We” means Jane Arlow, trading as JA Pilates of 4 Johnsons Drive, Hampton, TW12 2EQ; and

“You” means the person to whom We shall provide the Services under the Agreement.

2. Registration and Agreement

- 2.1 In order to complete the booking for your space on a five-week Goodbye Achy Back Pilates course with Us, You must first register with Us by completing a Health Questionnaire. By booking with Us and completing your Health Questionnaire, You are accepting these Standard Terms and Conditions. Once we accept your booking, there will be an Agreement between You and Us on the terms set out in these Standard Terms & Conditions.
- 2.2 You warrant that the information You provide in any Health Questionnaire form (including any information relating to your health and / or medical conditions) is complete and accurate in all respects. You undertake to keep us updated if this information should change at any point.
- 2.3 We shall not be liable for any loss, injury or damage which results from a failure on Your part to provide Us with complete and accurate information or to update that information at any point.

3. The Services

- 3.1 We shall provide the Services to You:
 - 3.1.1 with reasonable skill and care, and in accordance with the prevailing standards in the Pilates industry in the United Kingdom; and
 - 3.1.2 through appropriately qualified and experienced Instructors.
- 3.2 The Instructor(s) engaged by Us are covered by professional, treatment and public liability insurance.
- 3.3 We make no warranty or representation that You will achieve any particular result as a result of Us providing the Services to You. Results depend on a number of factors, including age, body type and nutrition, and will differ from client to client. Any testimonials provided on Our website and Our marketing communications do not represent or guarantee that any other recipient of Our Services will receive the same or similar results.

4. Scheduling and cancellation of Sessions

- 4.1 Sessions will take place:

4.1.1 either online (via Zoom) or in person at the location agreed when you book your space; and

4.1.2 at a fixed time and date each week;

in each case as mutually agreed by You and Us in advance.

4.2 Your request to book a Session will be an offer, which We may choose to accept. Only once We have accepted Your offer by providing confirmation of Your Session will there be a binding contract between Us for that Session.

4.3 Times and dates for Sessions are subject to availability. Session slots are offered on a “first-come-first-served” basis. We will not reserve or guarantee any particular time or date for a Session until you book and pay for it.

4.4 If You are unable to attend a scheduled Session, including a Session purchased as part of a Session package, You must advise Us not less than 48 hours before that Session.

4.5 Provided You give the 48 hours’ notice specified in Clause 4.4, You may reschedule the Session to a mutually agreed date without charge.

4.6 If You do not give the 48 hours’ notice specified in Clause 4.4, We shall be entitled to charge you the Fees in respect of that Session. If that Session has been paid for by You in advance, You shall not be entitled to a refund.

4.7 If You arrive late for a Session, the time for the Session will be reduced accordingly. There will be no corresponding reduction or refund in the Fee for that Session. Late arrivals more than 15 minutes after the allotted Session time may be treated as non-attendance and no refund in the Fee shall be payable.

4.8 As you will have purchased a five-week block of classes, all Sessions included in the block package must be completed within the five week period.

5. Our obligations

5.1 We will make all reasonable efforts to provide the Services in a timely manner, at the Session date(s) and time(s) agreed with You. In certain circumstances, We may need to postpone a Session (for example if an Instructor is unwell, is unavailable for reasons beyond our control, or as a result of technical issues) or to move an in-person Session to an online platform. We shall use all reasonable endeavours to resolve any such issues. However, We shall not be liable for any delay in the provision of the Services or the

postponement of a Session due to any such circumstances which are outside Our control or to any Event Outside Our Control as described in Clause 11.

- 5.2 We undertake that, during the course of the Agreement and after its termination, We will not disclose or use Confidential Information disclosed by You to Us in connection with Our provision of the Services unless:
- 5.2.1 You have given Your consent in advance;
 - 5.2.2 We are required as matter of law to disclose that Confidential Information, for example to a court of competent jurisdiction, or to a regulatory authority;
 - 5.2.3 as a result of Your disclosure of Confidential Information to Us, We reasonably believe there to be an imminent or likely risk of harm to You or to others; or
 - 5.2.4 the Confidential Information relates to illegal activity, such as money laundering, drug trafficking or terrorism.

6. Session Fees

- 6.1 In consideration for Us providing the Services to You, You agree to pay the relevant Fees for the block of classes.
- 6.2 The Fees shall be payable by You in advance of the start of the five week block of classes.
- 6.3 The Fees for a Session package shall be payable by lump sum in advance using the payment method advised to You by Us.
- 6.4 Any fees charged by Your bank or Your debit or credit card provider in connection with Your payment of the Fees are for Your own account and We shall not be responsible for these.
- 6.5 If the Fees are not paid in accordance with this Clause 6, We reserve the right to:
- 6.5.1 cancel the Session(s) to which those Fees relate and decline to accept further bookings from You; and/ or
 - 6.5.2 charge interest on any overdue sum at the rate of 4% per annum above the base rate of the Bank of England from time to time. Interest under this clause will accrue from the due date for payment until the actual date of payment of the overdue sum.

- 6.6 We reserve the right to change the Fees charged for the Services from time to time and as necessary. Changes in the Fees will not affect any You in respect of any Sessions which You have already booked and paid for.
- 6.7 If the Agreement with You is made by telephone, email or via Our website, You have a statutory 14 day period within which You may cancel any booked Sessions for any reason and obtain a refund (the **Cooling Off Period**). However, if you book and attend Session(s) within the Cooling Off Period, prior to cancelling the Agreement, You will need to pay for those Sessions you have attended. If You wish to cancel the Agreement under this Clause 6.7, please contact us at jane@japilates.co.uk.
- 6.8 Once the Cooling Off Period has expired, if you have purchased a Session package, and wish to terminate the Agreement before using all of the Sessions included in that Session package, you shall continue to be liable for the outstanding balance of the Fees payable by You for the Session package. No refunds are payable in respect of Fees paid for a Session Package.

7. **Right to terminate**

- 7.1 We shall have the right to terminate the Agreement immediately if:
- 7.1.1 You breach any of the terms of the Agreement including, but not limited to Your obligation to pay the Fees in full and on time, in accordance with Clause 6;
 - 7.1.2 You repeatedly fail to keep Session appointments and/ or repeatedly reschedule those Sessions; or
 - 7.1.3 You engage in verbal abuse, harassment, threats, offensive language, discrimination or any other conduct that disrupts or may limit our ability to provide the Services.
- 7.2 If We terminate the Agreement under Clause 7.1, all outstanding Fees shall immediately become due and payable by You.
- 7.3 We shall have the right to terminate the Agreement if an Event Outside Our Control occurs that continues for more than 60 days, or if We are unable to provide or continue to provide the Services due to the non-availability of the necessary Instructor(s) or facilities, or for technical reasons.
- 7.4 We shall have the right to terminate the Agreement, at any time and for any reason, on 14 days written notice.

7.5 If We terminate the Agreement under Clause 7.3 or 7.4, You shall only be required to pay the Fees for Sessions that We have already provided as at the date of termination. This sum will be deducted from any refund of Fees due to You. Any refunds made under this Clause 7.5 will be made using the same payment method You used when paying the Fees.

8. Effects of cancellation or termination

8.1 Upon cancellation or termination of the Agreement under Clause 7, for any reason:

8.1.1 any outstanding Fees due from You to Us in accordance with the Agreement shall become immediately due and payable;

8.1.2 all clauses of the Agreement which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect;

8.1.3 termination or cancellation shall not affect any remedy which the terminating party may have in respect of the event giving rise to the termination or cancellation or in respect of any breach of the Agreement which existed at or before the date of termination; and

8.1.4 subject as provided in this Clause 8, and except in respect of any accrued rights, neither party shall be under any further obligation to the other.

9. Your Fitness, Health and Safety

9.1 You acknowledge that the Sessions may be physically demanding. You agree that You are voluntarily participating in such Sessions with the knowledge that even if We and the Instructor are not negligent, there is a risk of personal injury arising from Your participation in the Sessions.

9.2 You will at all times be responsible for Your own health and wellbeing. You must ensure that you are fit and well enough to participate in any Sessions that You book.

9.3 Parts of some Sessions may be unsuitable for You if You have special needs, or any medical, health or fitness problem or condition. If You have any concerns about Your fitness or health, You must seek appropriate medical advice or clearance from a medical professional before attending Sessions. We and Our Instructor(s) cannot and do not provide any such advice or clearance.

- 9.4 By booking and attending any Session, you confirm that You have no health or fitness problems which may affect your participation in that Session, and that You have obtained medical or other clearance where necessary.
- 9.5 You must not attend any Session when under the influence of alcohol or illegal drugs.
- 9.6 You acknowledge and agree that a Session usually involves a certain amount of physical contact between the Instructor and a client to ensure proper technique or to provide support.

10. Our liability

- 10.1 Subject to Clauses 10.3 to 10.5, We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Standard Terms & Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by You and Us when We enter into the Agreement. We will not be responsible for any loss or damage that is not foreseeable.
- 10.2 Nothing in these Standard Terms & Conditions seeks to exclude or limit Our liability for death or personal injury caused by Our negligence, or for fraud or fraudulent misrepresentation.
- 10.3 We shall provide the Services to You only for Your personal and private purposes. We shall not be liable to You for any loss of profit, loss of business, interruption to business, loss of business opportunity or any other indirect, special or consequential loss or damages.
- 10.4 Our total liability to You in respect of any claims arising out of or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the total Fees paid by You to Us under the Agreement.
- 10.5 If You bring any personal belongings to an in-person Session, We do not undertake to keep them safe or provide any safe storage place for them. Their loss or damage will be at Your own risk.
- 10.6 For online Sessions, We do not guarantee that those Sessions will be uninterrupted or error free. We shall not be liable for any technical issues that could disrupt service delivery, such as internet disruptions or software compatibility issues, which are beyond Our control.

11. Events outside Our control

We shall not be liable for any failure or delay in performing Our obligations under the Agreement where that failure or delay arises from a cause or event that is beyond Our control. Such causes or events may include, but are not limited to: power failure, internet service provider failure, service interruptions, industrial action by third parties, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism, acts of war, governmental action, epidemic, pandemic, or other natural disaster or any other event that is beyond Our reasonable control.

12. Data Protection

- 12.1 All personal information that We may use will be collected, processed, and held in accordance with the Data Protection Legislation.
- 12.2 You consent to us processing Your personal data, including Your sensitive and special category personal data, for the purposes of providing the Services to You.
- 12.3 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to the Privacy Notice on Our website, www.japilates.co.uk or available from Us on request.

13. Contacting Us

- 13.1 If You wish to contact Us about any aspect of Our service, or to serve any notice under the Agreement, You may do so by email at jane@japilates.co.uk.
- 13.2 We always welcome feedback from Our clients. Whilst We always use all reasonable endeavours to ensure that Your experience as Our client is a positive one, We nevertheless would like to hear from You if You believe You have any cause for complaint. Please raise any concerns You may have in the first instance by email at jane@japilates.co.uk. We will endeavour to respond within 10 days.

14. No Waiver

No failure or delay by Us in exercising any of Our rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by Us of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

15. Assignment, Subcontracting and Third-Party Rights

- 15.1 We may transfer (assign) Our rights under the Agreement to a third party (this may happen, for example, if We sell Our business). If this occurs, You will be informed by Us in writing.
- 15.2 You may not transfer (assign) Your obligations and rights under the Agreement without Our express written permission.
- 15.3 We shall be entitled to perform any of Our obligations under the Agreement through suitably qualified and skilled sub-contractors.
- 15.4 The Agreement is between You and Us. No part of the Agreement is intended to benefit or confer rights on any other person, and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.
- 15.5 Subject to the above provisions of this Clause 15, the Agreement shall continue and be binding on Your and / or Our transferee, successors and assigns, as required.

16. Severance

In the event that one or more of the provisions of the Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Agreement. The remainder of the Agreement shall be valid and enforceable.

17. Amendments to these Standard Terms & Conditions

We may revise these Standard Terms & Conditions from time to time. If We make changes to these Standard Terms & Conditions which will materially affect Your rights or obligations under the Agreement, We will give You written notice of the changes before they take effect.

18. Governing Law and Jurisdiction

- 18.1 The Agreement shall be governed by and construed in accordance with the laws of England and Wales.
- 18.2 Any dispute, controversy or claim between You and Us arising out of or in connection with the Agreement shall fall within the exclusive jurisdiction of the courts of England and Wales.