



'Helping You Fulfill Your Body's Potential'

## **Pilates Heaven Studio**

### **STUDIO MEMBERSHIP 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.

Our Terms aim to:

- Ensure all Precision Members have access to a weekly class of Their choice.
- Ensure all FlexiClass Members have opportunity to book Their own classes.
- Provide sufficient class places, as much as is reasonably practicable, to accommodate attendance for all Members and the induction of new Members.
- Provide an environment that promotes mindfulness and enables Members to exercise safely and effectively.

Members communicate Their intent to accept Our Terms whenever They actively tick a tick box on Our website. When Terms are updated, existing Members accept Our Terms by remaining a Member of Our Facility after receiving updated Terms. Accepting Our Terms facilitates a legally enforceable contract not relying on any promise, assurance, statement, representation, warranty or understanding except as expressly provided within Our Terms. If anyone does NOT wish to accept Our Terms on Our website, They should NOT actively tick a tick box. Existing Members who do NOT wish to accept updated Terms should cancel Membership.

#### **Applying for Membership**

- Use of Our Facility is restricted to Members only.
- Membership is subject to availability and approval.
- When applying for membership You must be at least 18 years of age.
- We cannot guarantee 'Women only' classes.
- We only provide sole Memberships and use of Our Facility is in accordance with the type of Membership requested.
- All Memberships are non-transferable.
- Prospective Members will be required to pay a joining fee and become a Member temporarily to attend any introduction sessions.
- Prospective Members should book the appropriate date for an introduction session according to the date They wish to commence Activities at Our Facility.
- Introduction sessions cannot be cancelled, nor rearranged, and fees are NOT refunded if a session is not attended.
- Membership will be approved at an introduction session if there are no apparent issues, including health and safety.
- Membership must be approved no later than the 20<sup>th</sup> of the month and cannot be deferred to a later date, and a class day/time that is requested cannot be changed for at least one month after receipt of the 1<sup>st</sup> monthly subscription.

- 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 1<sup>st</sup> of the following month, You change Your mind about starting classes on the 1<sup>st</sup> of the month, You must notify Us by email. The automatic payment cannot be stopped but We will provide a refund of the 1<sup>st</sup> 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.

### **Precision Membership**

- Upon receipt of the monthly class subscription, You are registered to a designated class of Your choice guaranteeing You a place in that class each week.

### **FlexiClass Membership**

- Upon receipt of the monthly class subscription, 4 tokens are issued to Your account on 2<sup>nd</sup> of the month. You use these tokens to book classes, subject to availability.

### **Transferring Classes or Membership**

- Precision Members can transfer classes, subject to availability. All Members can transfer Membership, subject to availability. Transfers cannot be accommodated partway through a month, and all transfers can only be confirmed after the 20<sup>th</sup> of the month.

### **Your Member Account**

- All Members access Activities at Our Facility via Their Member account.
- Members are solely responsible for the management, security, and operation of Their Member account.
- Members are responsible for:
  - Keeping Their Login details safe and secure, NOT divulging these details to anyone else, using a strong password, and changing it regularly.
  - Updating personal contact details and emergency contact details.
  - Advising Us if there are any changes in health.
  - Notifying Us if They wish to change Their email address.
  - Managing class attendance and booking private tuition.
  - Managing billing.
- Refer to sections Manage Your Billing, Communication, and Health & Safety for further details.

### **Manage Your Attendance**

- All Members are expected to attend classes as often as is reasonably practicable over set 4-month periods throughout the year (Jan-Apr; May-Aug; Sep-Dec) and in accordance with Their membership type.
- Precision members must achieve a 50% attendance rate over a set 4-month period by attending their registered class. Attending other classes does NOT count towards the 50% attendance criterion.
- FlexiClass members can attend any classes to achieve the 50% attendance criterion over a set 4-month period.
- Precision Members must consider transferring to a different class to improve attendance or transferring to FlexiClass membership if They are attaining the attendance criteria mainly by attending other classes using tokens to book.
- FlexiClass Members must consider if Membership is appropriate if They cannot achieve the 50% attendance criterion set out above.

- Should unforeseen circumstances such as personal illness, medical treatment, or injury arise and prevent you from attending for a period of 3 consecutive weeks or more and you do NOT wish to cancel your membership, You should advise us how long you anticipate being absent and if possible provide a date for Your return. You will be expected to cancel classes unless You cannot do this in which case You should provide Us with all dates You cannot attend, and We will cancel classes for You. You will NOT receive tokens if classes are NOT cancelled. Personal illness, medical treatment, or injury will exempt you from any attendance criteria during any set 4-month period in which you are absent.
- Anyone incurring prolonged absence for anything other than personal illness, medical treatment, or injury must follow the same procedure as above BUT will NOT be exempt from attendance criteria.

## **Manage Your Classes**

- Tokens can be used to book classes for one month at a time from the 1<sup>st</sup> of the month from midnight. Unless specified otherwise, one token is used to book a class. When booking a class, the token with the shortest expiry is used.
- You must have tokens on Your Member account to book a class. If You have no tokens, You can acquire them either by cancelling a class or purchasing them and They are issued to Your account on the date when You cancel a class or the date of purchase.
- All tokens have a 6-month expiry date from the date of issue. When a token expires, it is removed from Your account automatically.
- We do NOT book classes on behalf of Members under any circumstances.
- All Members must be booked onto an online class register prior to the start of a class to participate in that class. The booking system does not allow You to book a class after the start time of a class has passed.
- You can cancel classes for one month at a time from the 1<sup>st</sup> of the month from midnight and each time You cancel a class, if You meet the cancellation cut off time, a credit (token) is issued to Your account. If You do NOT meet the cancellation cut off time, a credit (token) is NOT issued.
- You should cancel a class as soon as You know that You cannot attend it and, whenever possible, in good time to give other Members time to book and get to Our Facility in time for the start of the class.
- You should cancel all classes You cannot attend even if it is after the cut off time. If You don't, it is a no show. No shows should be avoided at all costs because the place is not made available for booking purposes.
- If You incur a no show, You will forfeit another credit (token). The credit (token) with the longest expiry date will be removed and We will email you to advise you of your updated credit (token) balance. If You have no credits (tokens), the next time You cancel a class, the credit (token) for that cancellation will be removed, or We will cancel a class booking instead. We will email You to advise You of the action We have taken.
- If You incur 3 no shows during one of the set 4-month periods (Jan-Apr; May-Aug; Sep-Dec), We will email You to advise You. Five or more no shows in a set 4-month period risks cancellation of Membership.
- If, on 3 occasions during one of the set 4-month periods (Jan-Apr; May-Aug; Sep-Dec), You cancel a class, meeting a cut off time, but You cancel within 30 minutes of the cut off time, We will email You to advise You of this. Five or more times risks cancellation of membership.
- All cancellations can be reversed, subject to availability. If a cancellation is reversed, a credit (token) is removed from Your account.

- When a Member does NOT have access to internet/WiFi on 1<sup>st</sup> of the month and cannot cancel classes on that day for that month, They should advise Us of the dates that They cannot attend and We will cancel classes on Their behalf.
- If, in Our considered opinion, a Member may be misusing or abusing the online credit (token) system and/or the online booking system, We may remove credits (tokens) to stop a Member booking classes or in some cases, We may cancel Membership. Refer to section Our Rights for further details.

### **Cancellation Cut Off Times**

- Cut off times are in place to encourage prompt cancellation of classes.
- All cut off times apply to all days of the week.
- Morning sessions up to 12.00, the cut off time is 08.00 on that day.
- Evening sessions from 16.30, the cut off time is 16.00 on that day.
- If a class is held between 12.00 and 16.30, there is NO automatic cut off time and Members will be advised of a proposed cut off time.

### **Manage Your Billing**

- You must register a bank card on Your Member account when creating an account and You can have only one card registered on Your Member account at any one time.
- All payments for monthly subscriptions, tokens, and private tuition are taken from this card. Monthly subscription renewals are requested by Us on 1<sup>st</sup> of the month from midnight.
- You can change the registered card but when changing a card, You must ensure that the new card is registered on Your Member account in time to meet the next monthly subscription renewal.
- We request payment for a monthly subscription renewal once. We do not make further requests.
- If Your bank declines Our request for payment of a monthly subscription renewal on 1<sup>st</sup> of the month, Your Membership is cancelled immediately and automatically, and Your Member account is removed including all personal and bank card details, tokens, and outstanding private tuition appointments. Your only recourse to Membership is using the online Membership signing up process to create a new account. Refer to section Cancel Membership for further details.
- Your bank may decline Our request for payment for the following reasons.
  - Insufficient funds when the bank received the request.
  - Your registered card has expired, and You have NOT updated it.
  - Your bank has put a stop on Your registered card because You have reported suspected fraudulent activity on that card, or You have reported to Your bank that the card is lost or stolen, and You have not changed the registered card on Your account.
- We do NOT accept cash and there may be times when a Member is requested to pay monies direct to Our bank account.
- 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.

## **Refunds**

- We do NOT refund monthly subscription renewals, tokens, or payments for private tuition. Refer to section Applying for Membership concerning joining fees and fees for introduction sessions.
- There may be times when We offer a refund as a gesture of goodwill. Any decision to refund is at our absolute discretion.
- We refund a monthly class subscription only in connection with the statutory 14-day cooling off period when a new Member applies for Membership. Refer to section Applying for Membership for further details.
- All refunds are subject to a minimum £5 admin fee and are paid direct to a Member's bank account. Members are expected to provide personal bank details to facilitate the refund of monies. We do NOT refund monies onto a Member's registered bank card. We do NOT provide cash refunds.

## **Credits (tokens)**

- Credits (tokens) are non-transferable, non-refundable, cannot be exchanged for cash, cannot be used in lieu of, or contribute towards a monthly subscription renewal.
- One credit (token) only may be used towards the cost of private tuition when booking private tuition and will be deducted from Your Member account at point of payment when You answer 'yes' to the question pertaining to the use of tokens. Credits (tokens) cannot be used in lieu of full payment of a private lesson.
- Credits (tokens) may be awarded by Us as prizes.
- When the studio is closed, credits (tokens) are issued to Precision Members on 2<sup>nd</sup> of the month in the month in which the closure takes place. FlexiClass members receive 4 tokens as usual. See section Our Rights for further details.
- If, in our considered opinion, we feel that a member is not committed to attending classes booked with a token, and often they are just lengthening the life of credits (tokens) by cancelling the classes they book, we may resort to removing tokens from them. In this circumstance, we will remove credits (tokens) with the longest life and the number of credits (tokens) that will be removed will depend upon how many tokens were lengthened that month.

## **Private Tuition**

- Private tuition is available to Members only and Members book and pay for private tuition via Their Member account.
- Separate Terms are available to Members concerning private tuition.

## **Cancel Membership**

- All Members must notify Us of Their intent to cancel Membership by the 15<sup>th</sup> of the month by email. If the deadline is missed, the next monthly class subscription will be taken automatically at the next renewal with no recourse to refund, and We will ensure all monthly subscriptions are cancelled after that.
- Members must notify Us of Their intent to cancel Membership by email only. We do NOT accept verbal notification or written notification other than email.
- Membership is cancelled automatically if Our request for a monthly subscription payment on 1<sup>st</sup> of the month is declined by Your bank. Refer to the section Billing for further details.
- When Membership is cancelled, all privileges and rights are removed. Your Member account including all personal and bank details are removed from Our systems; You are removed from any auto-enrolment; Your tokens and outstanding private tuition appointments are irrevocably removed. There is no recourse to refund of any monthly

subscriptions or tokens, or refund/provision of any outstanding private lessons. Refer to section Refunds for further details.

### **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.
- All communications from You to Us concerning Membership should be by email.

### **Privacy**

- 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, and is removed from our systems upon cancellation of Membership.
- 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 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.

## **Health and Safety including 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.
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- 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 Activities at Our Facility 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 Activities at Our Facility 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 whereby an answer on the PARQ may change from 'yes' to 'no', or 'no' to 'yes' and PARQs are checked and 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.
  - Attire should be appropriate for Pilates Activities. Refer to section Attire for further details.
  - 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.

### 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.

### Attire

- When exercising, clothing and attire are a matter of health and safety.
- The following constitutes what in Our considered Opinion is appropriate and safe attire for Activities at Our Facility.
  - 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, at Our Facility, **the following is NOT considered to be appropriate attire and 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 including earrings but if earrings are worn, they should be stud earrings only.



## Our Rights

- We reserve the right to
  - Make reasonable changes to these Terms notifying Members via Their registered email address 10 days in advance of any amendments.
  - Change the opening hours of Our Facility.
  - Make changes to class timetables including the closure of classes.
  - Close the studio for public holidays and holiday breaks. Refer to section Tokens for further details.
- We reserve the right to cancel Activities at Our Facility as follows:
  - Regular timetabled classes are **at risk** of cancellation if there are 3 or less members due to attend. Before cancelling a class, we will attempt as much as possible to accommodate everyone due to attend in an alternative class on that day.
  - Extra one-off classes that we provide **will be** cancelled if there are 3 or less members booked in 72 hours prior to the class taking place.
  - If there are more than 3 Members booked in for a class but when the class is due to start there are less than 3 members in attendance, the class **will be** cancelled and those in attendance will be issued with a token.
  - When a class is cancelled, everyone due to attend will be notified by email and they will also be issued with a token automatically. Other Members attempting to book the class will be notified by the booking system that the class has been cancelled.
  - If We cancel Activities at Our Facility, We will give as much notice as possible and We shall not be liable for any inconvenience caused by such action.
- We reserve the right to refuse admission to Our Facility by not approving or cancelling Membership if:
  - In Our considered opinion, there are issues including health and safety concerns that preclude participation in Activities at Our Facility. Refer to section Health and Safety for further details.
  - A Member is in breach of Our Terms.
  - In Our considered opinion, a Member's conduct is detrimental to the goodwill or reputation of Pilates Heaven Ltd and amounts to a breach of Our Terms.
- Should We cancel Membership, it may be cancelled at the next subscription renewal or with immediate effect depending upon the reason for cancellation. Refer to section Cancel Membership for further details.
- 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.