

# Terms And Conditions For Membership Of Pilates with Sarah

## Background:

These Terms and Conditions are the standard terms which apply:

1.to provision of Pilates Classes by Sarah Salisbury (“Us”); and

2.where the customer is a “Consumer” as defined by the Consumer Rights Act 2015.

## Definitions and Interpretation:

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

“Business”	means any business, trade, craft, or profession carried on by You or any other person/organisation;
“Consumer”	means a “consumer” as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual client of the Ours who receives or uses our Pilates Classes for the client’s personal use and for purposes wholly or mainly outside the purposes of any Business;
“Data Protection Legislation”	means the Data Protection Act 1998 and the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) as amended or replaced from time to time;
“Our premises”	means the premises at which We hold Pilates Classes as detailed on our website and which may change from time to time;
“Price List”	means Our standard price list for all Pilates Classes which We offer. The details of our Pilates Classes and their prices are available from pilatesptsarah@gmail.com
“Pilates Registration Form”	means the registration form that We send to You to complete when you first buy a place at Our Pilates Classes, also called a PARQ
“Regulations”	means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;
“Teacher/We/Us/Our”	means Sarah Salisbury whose place of business and contact address is as detailed above and includes all Our staff (employees and agents); and;
“Terms and Conditions”	means these Terms and Conditions, and “Clause” or “sub-Clause” is a Clause of these Terms and Conditions; and
“You/Your”	means the individual who is Our client

## Joining Our Pilates Classes

1. In order to attend any of our Pilates Classes You must initially get in contact with us a) to enquire about available places in the classes and b) give us some written detail about your current experience.

2. Once a place has been allocated (if appropriate) The Pilates Registration Form (PARQ) will be provided to you, we require this to be filled and submitted.

3. By completing this PARQ, completely and correctly, you will be agreeing in that form to these Terms and Conditions and there will be a contract between You and Us based on these Terms and Conditions.

### 1. Booking of classes

1. You must be 14 or over and a “Consumer” to book and attend any class.

2. **Minimum booking.** Once your PARQ has been accepted and we have mutually agreed which class would best suit you, you will be required to book and pay for the whole half term's classes in advance (or pro-rata if you join mid-term).

3. **Booking one off classes is not permitted.**

### 2. Missed sessions

1. If you missed any of your sessions due to work or illness or other reasons missed sessions cannot be rolled over into the following or subsequent terms. The decision to carry forward classes is at Our sole discretion.

2. **A sustained illness or injury.** If You become injured or suffer a serious illness for a sustained number of weeks, then You should contact Sarah as soon as possible on 07866 188 085 You may be able to carry over 50% of the cost of your missed sessions into the following term, but each case will be treated individually and all at Our sole discretion. This will only be permitted once and written proof from a medical professional will be required.

### 3. Cancellation / rescheduling

1. We may cancel/reschedule a Pilates Class at any time before the advertised time and date of that Pilates Class in the following circumstances:

1. The required instructor necessary for the Pilates Class is not available; or

2. An event described in clause 9 below occurs and continues for more than 24 hours;

2. If We cancel a Pilates Class in such circumstances We will not make a refund but You may carry over that missed session(s) to an alternative time, at the discretion of Sarah Salisbury

3. We reserve the right to expel You from any Pilates Class if Your conduct is in Our reasonable opinion unacceptable, or is or may be in Our reasonable opinion, harmful to Our reputation, or if it amounts to Your breach of these Terms and

Conditions, or where in such expulsion is otherwise in the interests of others who are in that Pilates Class. You will not be entitled to any refund for a Pilates Class started but not completed due to such expulsion. We may cancel the remaining period of the Pilates Classes package you have purchased in which case We will refund You for the remainder of the package cancelled (rounded down to the nearest week).

#### **4.Fees and Payment – How and when to pay**

1.You must pay in accordance with Our Price List. Refer to Our website for current pricing information.

2.All members are notified towards the end of a term about the start of a new term, the dates, the cost and when payment should be received. A payment deadline is given and if this deadline is not met, then there is a chance You will lose your place for that term and subsequent terms.

3.Payments for a term's fees must be paid in full at the beginning of a new term.

4.Places will not be held for members where payment is not received by the due date.

5.Payment is to be made by online bank transfer or Cash, details of which will be supplied at the time of booking and are available on Our Site.

6.All prices of Pilates Classes shown on Our Site are inclusive of VAT.

7.If our prices change you will be notified in a timely manner.

#### **5.Eligibility to Attend a Session**

1.We only make any Pilates Class available to a "Consumer" (as defined in Clause 1 above), and Your completion of a PARQ will be deemed to be Your confirmation that You will be a "Consumer" in connection with any request(s) by You to attend any of our Pilates If at any time We find that you are not a "Consumer", We may without liability to You cancel Your registration forthwith by giving You a cancellation notice and You will not then be entitled to attend any further Pilates Classes. We will refund You for those full weeks of Pilates Classes left in the term for which you have paid.

2.We will not accept Your application to register or make any Pilates Class available to You unless You are aged 16 or over. We may require evidence of Your age for that purpose.

#### **6.Fitness, Health and Safety**

1.You acknowledge that Pilates Classes may be physically strenuous and You agree that You voluntarily participate in a Session with full knowledge that even if the Teacher is not negligent there is an inherent risk of personal injury or illness arising from Your participation in any exercise program and use of specialist equipment.

**2. Pilates Classes may be unsuitable for You if You have special needs, or any medical, health or fitness problem or condition.**

**3. You must ensure that you are fit and well enough to participate in any Pilates Class, and You will at all times be responsible for Your own state of health, physical condition and wellbeing.**

**4. If You have any concerns about Your fitness or health, You should seek appropriate medical advice from a relevant professional medical or other adviser before attending a Pilates Class. We cannot and do not provide any such advice.**

**5. You agree that when You register and when You attend any Pilates Class, that will be Your confirmation that You have no health or fitness problems which may affect your participation in any Fitness Class.**

**6. When You request booking, or renewal, for a termly package (or pro-rata if You are a new customer) of Pilates Classes and You tell Us at that time about any medical, health or fitness issue or special need, We will discuss it with You, and inform You if We decide not to accept Your booking because of that issue or special need. If We do accept Your booking, You must act in accordance with any instructions provided by Us relating to the issue or need.**

**7. You must tell Us:**

**1. of any medical condition or are taking any medication which may affect Your ability to undertake any activities at a Pilates Class or to use any equipment or facilities provided by Us.**

**2. of any circumstances affecting Your health which may be worsened by any activities at a Pilates Class; and**

**3. if you are pregnant, and if so whether You are in the first 3 months of Your pregnancy.**

**8. If You do not tell Us before a Pilates Class of anything referred to in sub-Clause 7.6 or 7.7 that We then discover, We will be entitled not to provide some or all of that Pilates Class or any other Pilates Classes and to treat any such Pilates Classes (or the affected part of it/them) as cancelled by You without notice. We may also cancel any other remaining weeks in the term, for which you have paid, of Pilates Classes and in that case We will refund You for each full week of Pilates Classes remaining.**

**9. You must not attend any Session when under the influence of alcohol or illegal drugs.**

**10. You should arrive at least 5 minutes prior to the start time of a Pilates Class to ensure you are ready for the warm up. If You arrive later than a Pilates Class start time and You arrive after any warm-up for that Pilates Class has begun, We may not permit You to participate in the Pilates Class for health and safety reasons.**

**11.You should not attempt to use any equipment until We have instructed You in the correct use of the same.**

**12.You may only use the equipment and facilities provided by Us in the correct manner and must not use them in any manner which is a health and safety risk either to You or to others.**

## **7.Our Rules**

**1.We do not permit You to:**

**1.smoke anywhere on Our premises;**

**2.bring to Our premises or the premises of which Our premises are a part any child/ren under the age of 10 without prior arrangement with the Teacher as We do not have anyone to supervise them. If You do bring any child under the age of 16 they will remain Your sole responsibility during the Pilates Class and may not be permitted to be in the same room due to health and safety reasons;**

**3.bring any animals into Our premises or the premises of which Our premises are a part with the exception of guide dogs. Dogs may be accepted with prior notice. If You require the use of a guide dog, therapy dog You should inform Us of that when You register;**

**4.bring any crockery, glass, drink (except water) or food into any part of Our premises. Only water, either in a plastic or metal bottle, is permitted on Our premises.**

**2.You must be dressed appropriately for the Pilates Socks may be worn but are not essential. Clothing should be close fitting rather than baggy so that We may assess that movement routines are carried out in the correct manner. Items of clothing with zips at the back should be avoided as these may cause you discomfort or damage equipment. Loosely swinging or sharp jewelry should be removed before a Pilates Class.**

**3.You must familiarise Yourself with and follow any instructions or information which We give You from time to time or on any occasion relating to any fire or other emergency situation or to other issues relating to health or safety.**

## **4.COVID-19**

**By purchasing a block of Pilates classes you are agreeing to comply with our Covid-19 Terms and Conditions as follows;**

**1.You will not come to any of our classes:**

**•if you have been in contact with anyone displaying symptoms, or has tested positive, of Covid-19 within last two weeks**

**•if you have been told by NHS Track & Trace to self isolate**

**•if you have had symptoms of Covid-19 in the last two weeks**

- if you have tested positive for Covid-19 within the last 10 days
- if you are considered to be in the vulnerable group as stated by latest government guidelines and told to shield

- within 14 days of returning from areas outside of the UK which require you to quarantine according to government guidelines

2.You will inform us immediately call or text 07866 188 085 if you display any Covid-19 symptoms or are tested positive for Covid-19

3.You agree to follow current government Covid-19 guidelines, including tier restrictions where you live

#### 4.Pilates sessions

- bring your mat to classes and not lend them to anyone
- bring your own towel for wiping sweat and water bottle
- make use of hand sanitiser provided, or wash hands, before and after classes
- wear a mask if you choose

5.Despite best efforts, understand that Pilates with Sarah cannot guarantee that the fitness classes or environment will be 100% risk free of Covid-19

6.In the event of local or national lockdown resulting in all Pilates classes ceasing, these Pilates classes will continue as Zoom training sessions and the appropriate links will be sent to you. There will be no refunds offered within any one term as Pilates Classes can still be offered remotely via Zoom.

#### 7. Events Beyond Our Reasonable Control

- We will not be liable for any failure or delay in performing Our obligations under the contract resulting from any cause beyond Our reasonable control.
- If any event described under sub-Clause 6.1 occurs that is likely to adversely affect Our performance of any obligations under the contract, We will try to inform You as soon as is reasonably possible, Our obligations will be suspended and any time limits that We are bound by will be extended accordingly. We will inform You when that event is over and provide details of any new dates, times or availability of Pilates Classes as necessary. You may, without liability to Us, request the missed Pilates Class to be carried forward over the following two weeks.

#### 8.Limitation of Liability

1.We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and 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 Our contract with You is created. We will not be responsible for any loss or damage that is not foreseeable.

2. We provide or sell all Pilates Classes to You only for Your personal and private use/purposes. We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.

3. Each of Our Teachers is appropriately qualified to conduct the particular Pilates Classes which they conduct but their advice does not include any medical or similar advice and is not a substitute for advice provided by an appropriate medical, health, or fitness professional or therapist.

4. If You bring any personal belongings onto Our premises, We do not undertake to keep them safe or provide any storage place for them. Their loss or damage will be at Your own risk except where such loss or damage is due to any deliberate or negligent act by Us or our staff. We will not be responsible for any loss or damage to Your personal belongings caused by any other customer, guest or visitor to Our premises. We therefore advise You not to bring any valuable belongings to Our premises.

5. Nothing in these Terms and Conditions is intended to or will exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors) or for fraud or fraudulent misrepresentation.

6. Furthermore, if you are a “consumer” as defined by the Consumer Rights Act 2015, or a consumer for the purposes of any other consumer protection legislation, nothing in these Terms and Conditions is intended to or will exclude, limit, prejudice, or otherwise affect any of Our duties or obligations to You, or Your rights or remedies, or Our liability to You, under: Furthermore, if you are a “consumer” as defined by the Consumer Rights Act 2015, or a consumer for the purposes of any other consumer protection legislation, nothing in these Terms and Conditions is intended to or will exclude, limit, prejudice, or otherwise affect any of Our duties or obligations to You, or Your rights or remedies, or Our liability to You, under:

1. the Consumer Rights Act 2015;

2. the Regulations;

3. the Consumer Protection Act 1987; or

4. any other consumer protection legislation

5. as that legislation is amended from time to time.

6. For more details of Your legal rights, please refer to Your local Citizens’ Advice Bureau or Trading Standard Office.

## **9.Changes to Terms and Conditions**

We may from time to time change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such change.

## **10.How We Use Your Personal Information (Data Protection)**

The way in which we collect, use, process and hold your data is detailed in our Privacy Policy which can be found on Our Site.

## **11.Regulations**

We are required by the Regulations to ensure that certain information is given or made available to You as a Consumer before We make Our contract with You (i.e. before We accept Your registration) except where that information is already apparent from the context of the transaction. We have included the information itself either in these Terms and Conditions for You to see now, or We will make it available to You before We accept Your request to register. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

## **12.Information**

As required by the Regulations:

- 1.all of the information described in Clause 13; and
- 2.any other information which We give to You about any Fitness Classes or Ourselves and Our business which You take into account when deciding to make a booking or when making any other decision about Fitness Classes;
- 3.will be part of the terms of Our contract with You as a Consumer.

## **13.Complaints**

We always welcome feedback from You and, whilst We always use all reasonable endeavours to ensure that Your experience as Our customer is a positive one, We nevertheless want to hear from You if You have any cause for complaint. If You have any complaint about Our Pilates Classes or any other complaint about Us or any of Our staff, please raise the matter with Sarah Salisbury who can be contacted by email: [pilatesptsarah@gmail.com](mailto:pilatesptsarah@gmail.com)

## **14.No Waiver**

No failure or delay by Us or You in exercising any rights under these Terms and Conditions means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of these Terms and Conditions means that We or You will waive any subsequent breach of the same or any other provision.

## **15.Severance**

If any provision of these Terms and Conditions is held by any competent authority



to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

#### **16.Law and Jurisdiction**

**1.These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.**

**2.As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 18.1 above takes away or reduces your rights as a consumer to rely on those provisions.**

**3.Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency**