

THE CHERISH CLUB TERMS AND CONDITIONS

Background:

These Terms and Conditions apply to the provision of any class by **The Cherish Club Ltd** ("We", "Us", "Our") located at **Bridgeman Street, NW8 7AL**, and any customer booking a class ("You", "Your"), who is a **Consumer** as defined by the **Consumer Rights Act 2015**.

1. Definitions and Interpretation

- **Class:** Any individual or group session where We provide teaching, instruction, or training.
- **Classpass:** A payment for multiple classes at a discounted price.
- **Consumer:** An individual using Our services for personal use (not for business purposes).
- **Registration Form:** The form you must complete to register for classes.
- **Term:** A standard term or four-week duration for some selected classes.
- **Our premises:** Locations where classes are held (Bridgeman Street or The Village Club, NW8 7BD).

2. Registration

2.1 Registration Requirement: To book a class, you must first complete the Registration Form and agree to these Terms and Conditions.

2.2 Accuracy: You must ensure all information provided in the Registration Form is accurate and complete, including confirmation that you are 18 years or older and are a **Consumer**.

2.3 Acceptance: Once We accept your Registration Form, a binding contract is formed between you and Us.

3. Booking and Cancellation Policy

3.1 Eligibility: You must be 18 or older to book a class and must be a **Consumer** as defined in these Terms.

3.2 Free Trial: Trial classes are free, and you are not obligated to book a full term after the trial.

3.3 Post-Trial Enrollment: After your trial, you will be contacted to enroll in a full term. You are under no obligation to continue after the trial.

3.4 Class Availability: Classes are subject to availability, and places are allocated on a first-come, first-served basis. We cannot guarantee any specific date or time unless you book and pay in advance.

3.5 Minimum Attendance: A class requires at least 4 people to proceed unless booked as a private class.

3.6 Booking Process: Classes can be booked via Our online system or by email after your trial. All classes must be paid for in advance.

3.7 Waitlist: If a class is fully booked, you may be added to a waitlist and will be notified if a spot becomes available. You must book and pay within 24 hours to secure your place.

3.8 Classpass: Classpasses are to be used within the amount of days stated on the booking platform. Once classes from a class pass expire, any classes unused are none refundable and none transferable.

4. Cancellation, Transfer, and Refund Policy

4.1 Cancellation Within 24 Hours:

- If you cancel a class **within 24 hours** of its start time, you are **not eligible for a refund** but may **transfer** your booking to another class, subject to availability.
- **No Transfer Within 24 Hours:** If we are notified **less than 24 hours** before the class, you are **not eligible for a transfer** or refund.

4.2 Cancellation Before 24 Hours:

- Classes cancelled **more than 24 hours** before the start time are eligible for transfer to another class or date.

4.3 Free Trial Classes: You may cancel or reschedule a free trial class with no charge.

4.4 Missed Classes: If you miss a class, it will not be refunded or transferred, even if you have booked a full-term package.

4.5 Non-Refundable Packages: All class packages and termly bookings are non-refundable and non-transferable once paid.

4.6 Cancellations by Us: We may cancel a class if:

- There are insufficient bookings.
- The required instructor is unavailable.
- Other unforeseen circumstances arise (as described in Clause 9).

If We cancel a class, we will either offer a transfer or refund, depending on the nature of the booking (full term or single class).

4.7 Expulsion from Class: We reserve the right to expel you from a class if your behaviour is deemed unacceptable. No refunds or transfers will be given if you are expelled from a class you have already started.

5. Consumer Rights

5.1 Cooling-Off Period: If your booking is made outside of our premises, you have the right to cancel within **14 days** of booking. If any class has been attended during this period, you will be required to pay for those classes.

5.2 Post 14-Day Cancellation: After the cooling-off period, cancellations are subject to the standard cancellation and transfer policy.

6. General Terms

6.1 Payment: All classes must be pre-paid. We reserve the right to retain any payment made for a class, as outlined in these Terms and Conditions.

6.2 Class Changes: Classes, times, prices, and instructors may be subject to change. We will provide reasonable notice of any such changes.

6.3 Liability: We are not liable for any injury, loss, or damage unless caused by our negligence.

6.4 Amendments: We may amend these Terms and Conditions at any time. Any changes will be communicated to you.

7. Fees and Payment

7.1 Payment for Classes:

You must pay for all classes according to Our Price List for the services We provide.

7.2 Payment Methods:

You can pay via any of the following methods:

- Online booking system
- Credit or debit card via card reader
- Bank transfer directly to Our account

7.3 Price Changes:

We may alter Our prices without prior notice. However, if a class price increases after your booking, the new price will **not** apply to you for the class you've already booked.

7.4 VAT:

All prices are inclusive of VAT where applicable.

7.5 Payment Frequency:

Fees are typically charged on a **Single**, **Termly** or **Monthly** basis (for selected classes).

7.6 Payment Due Date:

Payments are due within **seven days** of receiving your invoice.

7.7 Bank Transfer:

Fees must be paid via bank transfer or Stripe unless otherwise specified.

7.8 Fee Review:

Fees are reviewed each Term and may change for the upcoming Term.

7.9 No Refunds for Mid-Term Cancellations:

If you stop attending a Term mid-way, **no refunds** will be issued for missed classes.

7.10 Discounts:

- Discounts cannot be combined with other offers.
 - Any seasonal discounts are standalone offers and cannot be combined.
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8. Make-Up Class Policy (for children's class, full term bookings only)

8.1 Eligibility for Make-Up Classes:

If you book a class for a full Term and miss a class, you are eligible for **one make-up class**.

8.2 Make-Up Class Redemption:

The make-up class can be redeemed:

- In the **first week of the next Term**, or
- By attending a class of the **same genre** during the current Term.

8.3 Non-Refundable:

If you choose not to redeem your make-up class, **it will not be refunded**.

9. Eligibility to Attend Classes

9.1 Consumer Status:

You must be a **Consumer** as defined in Clause 1. Completing the Registration Form confirms that you meet this requirement.

9.2 Age Requirement:

You must be **18 years or older** to book a class. We may require age verification.

9.3 Booking for Children:

If booking for a child, the child must meet the age guidelines set for each class.

10. Fitness, Health, and Safety

10.1 Physical Activity Risk:

Certain classes may be physically demanding. By participating, you acknowledge that there is a risk of injury or illness, even if We or the instructor are not negligent.

10.2 Health Conditions:

If you or your child have any medical or health conditions, we may advise against participation in certain classes. You are responsible for ensuring you or your child are fit to participate.

10.3 Medical Advice:

If you have health concerns, seek advice from a healthcare professional before attending any class. We do not provide medical advice.

10.4 Disclosure of Health Issues:

If you have a health or fitness issue that may affect your ability to participate in a class, inform us at least **48 hours in advance**. We will review your situation and decide whether to accept your booking.

10.5 Non-Disclosure:

If you do not inform us of health or fitness issues and we discover them during the class, we reserve the right to cancel the class without refund. If the class is part of a package, we will refund you for the remaining classes, pro-rata.

10.6 Alcohol and Drugs:

You must not attend classes under the influence of alcohol or illegal drugs.

10.7 Arrival Time:

Arrive at least **10 minutes** before the class starts. Late arrivals (5 minutes or more past the starting time) may not be permitted to join the class for safety reasons.

10.8 Fire Safety:

Do not obstruct fire exits. In case of fire, evacuate the premises immediately and assemble at the designated safe area.

11. Rules of Conduct

11.1 Prohibited Activities:

- **No smoking** on the premises.
- **No mobile phone calls** inside the premises (phones should be on silent).
- **No animals** allowed, except guide dogs.
- **No food or drink** except water.
- **No photography** of other participants without permission.

11.2 Class Requirements:

If a class has specific attire requirements, you must adhere to them. If you do not meet the dress code or have inappropriate footwear (gripped socks, ballet shoes or trainers only) or jewelry, we may refuse entry.

12. Events Beyond Our Control

12.1 Force Majeure:

We are not liable for any failure or delay in performing our obligations due to events outside of our reasonable control (e.g., natural disasters, strikes, etc.).

12.2 Notification of Disruptions:

If an event disrupts our services, we will notify you as soon as possible. You may cancel any affected classes, and we will refund you in full for those classes. For classes booked as part

of a package, we will refund you based on the price divided by the number of classes in the package.

13. Limitation of Liability

13.1 Responsibility for Loss or Damage:

We are responsible for any loss or damage you suffer as a direct result of our breach of these Terms or our negligence. Losses are considered foreseeable if they are an obvious consequence of our actions or were contemplated by both of us when the contract was formed.

13.2 Personal Use Only:

All classes are provided for personal use only. We do not guarantee that any goods or services (e.g., clothing) provided are fit for commercial purposes, including resale. We are not liable for loss of profit, business interruption, or missed business opportunities.

13.3 Teacher Qualifications:

Our teachers are fully qualified to instruct the classes they offer. However, their advice should not replace medical or professional health advice. Always seek appropriate advice from a qualified professional if needed. All teachers are bona fide self employed. A teacher's class is covered by their own public liability insurance.

13.4 Personal Belongings:

We do not accept responsibility for any personal items you bring onto our premises. We do not provide storage and cannot be held liable for loss or damage to personal belongings unless it is due to our own negligence or deliberate actions. Please do not bring valuables to our premises.

13.5 Exclusion of Liability for Death or Injury:

Nothing in these Terms and Conditions excludes or limits our liability for death or personal injury caused by our negligence or fraudulent actions.

13.6 Consumer Protection:

If you are a "consumer" under the **Consumer Rights Act 2015** or other consumer protection laws, nothing in these Terms excludes or limits your legal rights. For more information on your rights, please refer to your local Citizens' Advice Bureau or Trading Standards.

14. Changes to Terms and Conditions

We may update these Terms from time to time. While we aim to inform you promptly, we may change the Terms without notice, but any changes will apply to future bookings only.

15. Data Protection (How We Use Your Personal Information)

Your personal information will be used in accordance with our **Privacy Notice**, which is available on our website: **thecherishclub.co.uk**.

16. Regulations

As required by the relevant laws, we provide information to you about our services before we confirm your booking. This information is part of the terms of our contract with you.

17. Information as Part of the Contract

Any information we provide about our services or business that you consider when making a booking is part of the terms of our contract with you.

18. Complaints

We value your feedback. If you have any complaints about our classes or services, please contact us at **info@thecherishclub.co.uk**, and our manager will address your concerns.

19. No Waiver

Failure by either party to exercise any rights under these Terms does not mean that right has been waived. Similarly, a waiver of a breach of these Terms does not waive any subsequent breaches.

20. Severance

If any part of these Terms is deemed invalid or unenforceable by a court, the remainder of the Terms will remain in effect.

21. Law and Jurisdiction

21.1 These Terms and the contract between us are governed by the laws of **England and Wales**.

21.2 As a consumer, you have the right to rely on the mandatory laws of your home country, regardless of the above jurisdiction.

21.3 Any disputes relating to these Terms or the contract will be handled by the courts in your country of residence, whether in England, Wales, Scotland, or Northern Ireland.