
**THE CHERISH CLUB TERMS AND CONDITIONS
(GROUP OR INDIVIDUAL CLASSES: PER CLASS OR PACKAGE BOOKINGS)**

BACKGROUND:

These Terms and Conditions are the standard Terms which apply:

- A. to provision of any Class (as defined in Clause 1 below) by The Cherish Club Ltd of **Bridgeman Street, NW8 7AL** under number **15145595** whose registered office is at Fountains House, Little Croft, Markington, HG3 3TU (“Us”); and
- B. where the customer is a “Consumer” as defined by the Consumer Rights Act 2015.

1. Definitions and Interpretation

1.1.1 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;
“ Class ”	means any individual or group session at which We provide any teaching, instruction, or training and all facilities, services, equipment, and other goods and materials which we provide/use in connection with any such Class;
“ Consumer ”	means a “consumer” as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual who receives or uses services from Us consisting of one or more Classes for the individual’s personal use and for purposes wholly or mainly outside the purposes of any Business;
“ Our premises ”	means the premises at which We hold Classes which is the same address as above OR The Village Club, 5 Allitsen Road, NW8 7BD , but in Clause 3.18 it means “business premises” as defined in the Regulations;
“ Price List ”	means Our standard price list for all Classes which We offer. The list of Classes and their prices is available from Website, Email or Reception Desk;
“ Registration Form ”	means the registration form that We provide to You for You to apply to register;
“ Regulations ”	means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;
“ Term/Termly ”	means a standard school Term or a for some selected classes a four-week duration of classes
“ We/Us/Our ”	means The Cherish Club Ltd of Bridgeman Street, NW8 7AL , and includes all Our staff (employees and agents);
“ You/Your ”	means an individual or the child you are booking on behalf of to whom We agree to provide any Class.

- 1.1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
 - 1.1.2.a.1 “these Terms and Conditions” is a reference to these Terms and Conditions; and
 - 1.1.2.a.2 a Clause or sub-Clause is a reference to a Clause of these Terms and Conditions.
- 1.1.3 The headings used in these Terms and Conditions are for convenience only and shall not affect the interpretation of these Terms and Conditions.
- 1.1.4 Words signifying the singular number shall include the plural and vice versa.
- 1.1.5 References to any gender shall include the other gender.

2. Registration

- 2.1 In order to attend any Class You first have to register with Us and You may do so by completing the Registration Form and agreeing in that Form to these Terms and Conditions.
- 2.2 The details that You provide and confirm in the Registration Form must be complete and correct, including Your confirmation that You are 18 or over and a “Consumer”, and that You agree to these Terms and Conditions, and including but not limited to the fitness, health and safety matters and the rules set out in Clauses 6 and 7 of these Terms and Conditions.
- 2.3 You may book and attend a Class only once We have accepted Your Registration Form in writing. Acceptance of that application to register means that We agree that You may then (but not otherwise) book a Class. Our decision whether or not to accept Your application to register is in Our absolute discretion.
- 2.4 Upon Our acceptance of Your Registration Form and confirmation that We accept Your application to register there will be a contract between You and Us on these Terms and Conditions.

3. Booking and Cancellation of Classes, Expulsion, and Consumer Rights

- 3.1 You must be 18 or over and a “Consumer” to book any Class.
- 3.2 Classes that are booked as a free trial are for no charge and You are not obliged to book a full Term after.
- 3.3 After your trial class you will be contacted by a member of the team to enrol and pay for the full Term.
 - 3.3.1 You are under no obligation to enrol for a full Term after your trial period.
- 3.4 A Class and Your place in that Class is subject to availability. No priority is given, and places in a Class are allocated on a first-come-first-served basis. We will not reserve or guarantee any particular date and/or time for any Class unless You book and pay for the Class for that time and date.

- 3.5 Each Class requires 4 or more people to book it for it to take place unless it is available as, and specifically booked as, a private class.
- 3.6 You may book a Class Our on-line booking system as a single free trial class (selected classes only) or as a class pack (payment up front). Full Term bookings after your trial class will be done over email confirmation.
- 3.7 We will only provide a Class to You if You have pre-booked (for free trial) and paid for it (single class, class packs and Termly bookings only) basis and have paid for it. If it is a group Class and it is already fully booked when you request a booking, We can add you to a wait list for it. We may then be able to offer You the opportunity to book, pay for and participate in the Class if a wait list space for it becomes available due to another person cancelling a booking. If We tell You of such an opportunity by emailing You after We have placed You on a wait list You will then need to book and pay for the Class and be at Our premises no later than 24 hours before the class.
- 3.8 If you choose to book a full Term after Your free trial, you are obliged to attend all classes. Any classes missed will not be refunded or transferred.
- 3.9 Your request for a booking for a Class (whether or not it is paid for as part of a package/Termly) will be an offer, but whether We accept any booking will be for Us to decide in Our discretion. Only if and when We tell You that We accept Your request to book a particular Class and You have paid for it, will there be a binding contract between You and Us for that Class.
- 3.10 When You book any Classes, We will require You to pay Us in advance for it/them, and We will be entitled to keep all that payment as set out in sub-Clause 3.12 below.
- 3.11 We may treat a Class that You have booked as cancelled by You without notice to Us if You arrive after the start of the Class or You do not attend any of the Class. We may then (but We are not obliged to) give Your place in the Class that You cancelled to any “wait-list” customer.
- 3.12 You may cancel a free trial class with no charge and reschedule.
- 3.13 All packages and Termly bookings are non refundable and transferable.
- 3.14 We may cancel a Class booked by You at any time before the time and date of that Class in the following circumstances:
- 3.14.1 The required minimum number of people (if any) for the Class have not booked for that Class; or
 - 3.14.2 The required teacher necessary for the Class is not available; or
 - 3.14.3 An event described in sub-Clause 9 below occurs
 - 3.14.4 We find that you are not a “Consumer” (as defined in Clause 1 above).

If We cancel a Class in such circumstances We will refund to You in full the payment that You have made to Us for that Class unless it was paid for as part of a package.

Where it was part of a package/Termly, We will not make a refund but transfer the class to the Term directly after the current Term.

- 3.15 We will use all reasonable endeavours to start the Class You have booked at its scheduled start time, but the start may be delayed by overrun of a previous Class or by other circumstances. If a delay to the start is at least 5 minutes, or, if at any time before or after You arrive for a Class We notify You that there will be a delay of at least that time,
- 3.16 Classes and prices and teachers are subject to change from time to time but We will try to give You as much prior notice as possible of any such changes.
- 3.17 We reserve the right to exclude You from any 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 Our reasonable opinion such expulsion is otherwise in the interests of others who are in that Class or who are in any other Class being held then or to be held subsequently. You will not be entitled to any refund for a Class started but not completed due to such expulsion. If at that time You have paid for any Classes as a package but have not yet booked and/or attended one or more of such Classes, We may cancel those Classes not yet booked and/or attended by telling You at the time of that cancellation and in that case We will refund You for the number of Classes in the package cancelled and the refund will be for the number of package Classes not taken pro rata to the total Classes in the package.
- 3.18 Where the contract We make with You is not made on Our premises, the Regulations give You the rights set out in this sub-Clause 3.18, and they will be in addition to the rights given to You by the above provisions of this Clause 3. You may for any reason cancel a booked Class during the 14 day period after We accept that booking, but if the booking includes any Class(es) on a date which is before the end of that 14 day period, and if You have expressly requested Us to provide any such Class(es) in that 14 day period and We do so, You may not cancel that or those requested Class(es) and You must pay for them in accordance with Clause 4, and You may only cancel any other Class(es) covered by that booking. If You request that Your booking be cancelled, You must confirm this in any way convenient to You. If You cancel as allowed by this Sub-clause 3.18, and You have already made any payment(s) to Us for the booking, We will refund the payment(s) to You within 14 days of receiving Your cancellation less the amount due for the Class(s) covered by that booking that We have provided. [For this purpose, where any one or more Classes has been paid for as part of a package, then You may cancel such Classes (either booked for any date(s) after that 14 day period or not yet booked), and We will refund for each such cancelled Class the total package price amount divided by the total number of Classes in that package.

4. Fees and Payment

- 4.1.1 You must pay in accordance with Our Price List for all Classes that We fully and correctly provide to You.
- 4.1.2 You may pay Us for Classes using any of the following methods:
- 4.1.2.a.1 Online booking system
 - 4.1.2.a.2 Credit or debit card via card reader
 - 4.1.2.a.3 Via online bank transfer directly to Our bank account

- 4.1.3 We may alter Our prices without prior notice, but if the price of any Class increases between the time when You book it and the date of the Class, the price increase will not apply to You for the Class on that date.
- 4.1.4 All prices of Classes shown in the Price List are inclusive of VAT where applicable.
- 4.1.5 All fees are charged Termly/monthly (for selected classes)
- 4.1.6 Payment is due within seven days of the invoice being issued.
- 4.1.7 Fees must be paid via bank transfer.
- 4.1.8 Fees are reviewed Termly and are subject to change for any new Term.
- 4.1.9 No refunds will be given to students who stop attending mid way through a Term.
- 4.1.10 Discounts cannot be used in conjunction with other discounts. 15% off will be received automatically if you book 2 or more classes at The Cherish Club. No other discounts can be applied with this discount.
- 4.1.11 Any other seasonal discounts are stand alone discounts. Please read the discount details separately.

5. Make up policy

- 5.1 If you have booked a class for a Term You are eligible for one make up class.
- 5.2 Make up class can be redeemed the first week of the next Term or attending the same genre of class during the current Term.
- 5.3 If you choose not to redeem your make up class, it will not be refunded.

6. Eligibility to take a Class

- 6.1.1 We only make any Class available to a “Consumer” (as defined in Clause 1 above), and Your completion of a Registration Form will be deemed to be Your confirmation that You will be a “Consumer” in connection with any request(s) by You to attend any Class. 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 Classes.
- 6.1.2 We will not accept Your application to register or make any Class available to You unless You are aged 18 years or over. We may require evidence of Your age for that purpose.
- 6.1.3 The adult booking must be over 18 years old. The child who the registration is for, must be in line with the age guidelines on the booking system.

7. Fitness, Health and Safety

- 7.1 You acknowledge that certain Classes may be physically strenuous and You agree that You/your child voluntarily participate in such Classes with full knowledge that even if We and the relevant teacher is not negligent there is a risk of personal injury or illness

arising from Your participation in such a Class

7.2 Certain Classes may be unsuitable for You/your child if You have special needs, or any medical, health or fitness problem or condition.

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

7.4 If You have any concerns about Your/your child's fitness or health, You should seek appropriate medical advice from a relevant professional medical or other adviser before attending a Class.. We cannot and do not provide any such advice.

7.5 You agree that when You/on behalf of your child register and when You book and attend any Class, that will be Your/your child's confirmation that You have no health or fitness problems which may affect your participation in any Class.

7.6 When You request a booking for a Class and at least 48 hours before You attend any Class, if 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.

7.7 If You do not tell Us before a Class of anything referred to in sub-Clause 7.5 or 7.6 that We then discover, We will be entitled not to provide some or all of that Class or any other Classes and to treat any such Classes (or the affected part of it/them) as cancelled by You without notice, in which case We may make a charge to You for that cancelled Class (or part of it) as set out in sub-Clause 3.12 above. If that Class is part of a package, We may also cancel any other remaining Classes in the package and in that case We will refund You for each of the remaining Classes an amount equal to the total package price divided by the total number of Classes in the total package.

7.8 You must not attend any Class or come on site when under the influence of alcohol or illegal drugs.

7.9 You should arrive at least 10 Minutes prior to the start time of a Class. If You know You are going to be late for a Class, You should contact Us to tell Us as soon as You can before the Class start time. If You arrive later than a Class start time, We may not permit You/your child to participate in the Class for health and safety reasons.

7.10 Fire exits are clearly marked and are in the interests of safety. You must not obstruct these exits for any reason. In the event of a fire, You should make your way to the nearest available exit with all possible speed and assemble at a safe distance from Our premises so that We may take a roll-call of all those at Our premises when the fire alarm sounded. The assembly point is the school playground.

8. Rules

8.1 We do not permit You to:

8.1.1 smoke anywhere on Our premises.

8.1.2 make or receive mobile phone calls at Our premises. Mobile phones should be switched to silent mode during a Class

8.1.3 bring any animals into Our premises, or the premises of which Our premises are a part with the exception of guide dogs. If You require the use of a guide dog, You should inform Us of that when You register;

8.1.4 bring any crockery, glass, drink (except water) or food into any part of Our premises . Only water, either in a plastic bottle or paper cup, is permitted in Our premises.

8.1.4 Take photos of anyone but yourself or your own child.

8.1.5 You must adhere to our studio rules (can be found on our website)

8.2 If a Class requires specific type of clothing, footwear or other items, details of the Class will specify those requirements and You must provide them for Yourself/your child. Clothing and footwear not worn for the Class should be stored racks. Loosely swinging or sharp jewellery should be removed before a Class. If You do not comply with any of these dress requirements, We may not allow You to participate in the Class.

9. Events beyond our reasonable control

9.1 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.

9.2 If any event described under sub-Clause 9.1 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 Classes as necessary. You may, without liability to Us, cancel any Classes which do not take place due to that event, and We will refund in full the advance payment that You have made to Us for the cancelled Class(es). Where the cancelled Class(es) is/are part of a package, We will refund You for each such Class an amount equal to the total price for the package divided by the total number of Classes in the package.

10. Limitation of Liability

10.1 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.

- 10.2 We provide or sell all Classes to You only for Your personal and private use/purposes. We make no warranty or representation that any clothing or other goods that We provide or sell to You are fit for commercial, business, industrial, trade, craft or professional purposes of any kind (including resale). 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.
- 10.3 Each of Our teachers is appropriately qualified as a teacher/fitness instructor and competent to conduct the Classes assigned to him/her 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.
- 10.4 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 even where You leave or store them in any place at Our premises referred to in Clause 7.2. We therefore advise You not to bring any valuable belongings to Our premises.
- 10.5 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.
- 10.6 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:
- 10.6.1 the Consumer Rights Act 2015;
 - 10.6.2 the Regulations;
 - 10.6.3 the Consumer Protection Act 1987; or
 - 10.6.4 any other consumer protection legislation
- as that legislation is amended from time to time.

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

11. 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.

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

We will only use Your personal information as set out in Our Privacy Notice available from thecherishclub.co.uk

13. 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 and/or make a booking) 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 and/or make a booking. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

14. Information

As required by the Regulations:

14.1 all of the information described in Clause 13; and

14.2 any other information which We give to You about any Classes or Ourselves and Our business which You take into account when deciding to make a booking or when making any other decision about Classes

will be part of the terms of Our contract with You as a Consumer.

15. 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 Classes or any other complaint about Us or any of Our staff, please raise the matter with the manager who can be contacted at Our premises at info@thecherishclub.co.uk

16. 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.

17. 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.

18. Law and Jurisdiction

18.1 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.

- 18.2 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.
- 18.3 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.