



Terms and Conditions

This website is owned and operated by *Weaver Vale Pilates* with its registered address at Weaver Business Centre, Winnington Avenue, Northwich, Cheshire, CW8 4EE.

The use of the *Website* and the purchase of any *Products* or *Services* on the *Website* or in the *Studio* will be subject to these Terms and Conditions.

Weaver Vale Pilates reserves the right to revoke and/or amend any or all of these Terms and Conditions from time to time when *We* consider it necessary or desirable for the regulation of the affairs of *Our* business and the wellbeing of *Our* Members.

The Terms and Conditions shall be interpreted and governed in accordance with English Law, and You consent to the exclusive jurisdiction of the English courts.

Definitions

In the Terms and Conditions, the following definitions apply:

'Weaver Vale Pilates' – the registered name of the Pilates Studio which *We* own

'*Studio*' - the Products, Services, premises and employees associated with Weaver Vale Pilates

'*We/Us/Our*' - refers to all employees, owners of Weaver Vale Pilates

'*You/Your(s)*' - any *Member(s)*, *client(s)*, *customer(s)* that make use of the *Products* and *Services* provided by Weaver Vale Pilates

'*Member(s)*' - anyone who has registered with *Us*, either on *the Website* or in person, and in respect of whom the registration has been accepted by the studio

'*Product(s)*' - item(s) that are offered for sale on *the Website* or in the *Studio* itself

'*Service(s)*' - refers to any *Services* provided by and/or ordered by clients from *Us* through the studio or *via the website*

'*Site or Website*' - refers to www.weavervalepilates.co.uk URL or *Website* that *We* own and administer

'*Sessions*' – classes, appointments, private and semi private tuition provided by *Weaver Vale Pilates*.

Session Bookings and Cancellations

All Sessions must be booked and paid for prior to participation in those Sessions. All Sessions can be booked and paid for via the online booking facility on Our Website or by our admin.

A 24 hour cancellation policy applies. Members will be charged for a Session where cancellation or rescheduling of a Session is not made online or notice of the same is not received. More than 24 hours notice must be given before the start of the Session when cancelling or rescheduling, or you will be charged in full for the Session. Cancelled sessions are not refundable for cash.

All Sessions are booked on a first come first served basis.

When a Session is booked You will receive a notification confirming the booking and details thereof.

Once a Session is confirmed You will be held to the cancellation policy for that Session.

Sessions are always subject to availability however We will always do our utmost to accommodate you for a chosen Session as per Your request.

Sessions are sold as single Sessions (Drop ins) or in various pack combinations and monthly membership options.

Members may not transfer Sessions to any other person or permit them to be used by anyone other than themselves.

Prices of Products and Services may be increased by us at any time.

All block booking Sessions are valid for a limited time as stated at purchase.

A Member who signs up for a monthly membership agrees to a minimum 3 month direct debit commitment. After the 3 month commitment has been fulfilled the direct debit will continue to bill monthly.

30 days written notice is required from the next direct debit date for cancellation after the initial 3 month commitment.

Monthly recurring charges will be billed automatically to a valid credit/debit card.

Personal Belongings

You agree that Weaver Vale Pilates is in no way responsible for the safekeeping of your personal belongings while you are present at Our Studio. You assume all risk of loss or damage to any of Your personal belongings in the Studio or at other locations where services may be performed.

Membership

When a person has completed the Registration Form he/she will become a Member of the Studio. Any guests brought to the Studio by a Member must ensure that he/she has registered online or completed a registration form at the Studio before the commencement of any Session.

Acceptance of a person as a Member is at the absolute discretion of Weaver Vale Pilates.

Children under the age of 16 years may only become Members of the Studio and attend Sessions with the consent of their parent/guardian and must be accompanied by an adult.

Weaver Vale Pilates reserves the right to refuse entry or expel from the Studio, suspend for a specific period, or refuse to renew the membership of any Member whose conduct is or may, in Our reasonable opinion, be injurious to the character of the Studio or which amounts to a breach of the Terms and Conditions or where such expulsion is otherwise in the interests of the other Members of the Studio.

Any Member so expelled will forthwith cease to be a Member of the Studio and will not be entitled to any refund for any period during which his membership is suspended.

Payment Terms

Details of Session prices, promotional offers and gift certificate prices are available either at www.weavervalepilates.co.uk or directly from Our Studio.

A Member may not attend any Session at the Studio without first booking and paying for the Session. If no payment is received the Member may not partake in the Session.

Members must keep an active credit or debit card on their online booking profile so that any late cancellations, other purchases and monthly direct debits can be recouped.

Payments for Sessions and gift certificates in any amount are non-refundable unless otherwise stated in the Terms and Conditions.

Missed Sessions are not refundable for cash but can be made up if sufficient notice was given and/or the particular session has no expiry or specified time frame within which it needs to be completed.

Limitation Of Liability

Our Studio reserves the right to make alterations to the Sessions, instructors and/or equipment, provided to Members, without notice and at Our absolute discretion.

We will not be liable for any loss caused by such alterations except insofar as such loss is by law incapable of exclusion.

It is the Member's responsibility to ensure that he/she is capable of undergoing a routine of exercises provided by any programme which he/she follows or Session which he/she attends.

Members accept the risk of injury from performing exercises and are advised to consult their doctor prior to commencement of any Session or programme.

Weaver Vale Pilates accepts no liability for loss or damage to property of Members or for injury to Members (or yourself) on our Studio premises or outside the Studio except insofar as such loss, damage or injury is by law incapable of exclusion.

Health and Fitness

Members are advised not to undertake strenuous physical activities without first seeking medical advice if they have concerns over their physical condition.

All Members must report any injuries before the Session starts.

The Studio reserves the right to refuse access to any Member if, at Our absolute discretion, it considers that the health of the individual concerned may be endangered by the use of such facilities.

Members with low/high blood pressure and/or cardiac irregularities should consult his/her doctor before participating in any Session.

Members must notify the Studio of any circumstances affecting their health which may be exacerbated through continued use of the Studio.

Members are required to follow the instructions of the instructor/teacher at all times.

Studio Opening Times

Details of Session times at the Studio may vary from time to time. Session times will be published by the Studio and will be available either at the Studio or at www.weavervalepilates.co.uk

Safety And Hygiene

In the interests of safety and hygiene, no crockery, glass or food is permitted in the Studio.
In the event of a fire, members are asked to make their way to the nearest available exit.
We have our own separate entrance at the back of the building accessible from the overflow car park;
however if you require wheelchair access please use the main entrance.
Shoes are to be removed as you enter the Studio.
Foot hygiene is important to us so clients are requested to wear socks.

Suggested Dress Code

Members are requested to wear a form of dress appropriate to the practice of Pilates and we recommend that Members wear stretch pants or shorts and a T-shirt or sports top.
Members should attend Sessions in socks.

Registration, Rights and Changes to Contact Details

Members are required to inform the Studio of any changes to their contact details such as home address, email address or mobile phone. Failing such notice, all communications will be assumed to have been received by the Member within five days of mailing or texting to the last address (of either type) provided to the Studio. Weaver Vale Pilates reserves the right to refuse admission to the Studio. A person who is not a party to the Registration Process has no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of the Registration Process.

We may, if a Member so wishes, communicate with the Member by electronic mail ("email").

By providing an email address to Us, the Member consents to receiving email communications from the Studio, including notices in accordance with the Terms and Conditions.

The Member also accepts the risk that email may not be a secure and confidential means of communication. Weaver Vale Pilates will not be liable for any loss or damage suffered as a result of communicating with a Member by email.

Members must at all times observe the Studio guidelines which may be notified to them from time to time. Members are requested to comply with any reasonable directions which the management of the Studio may issue to ensure the smooth operation of the Studio for the convenience of all Members.

Studio Rules and Regulations

All equipment must be put away at the end of a Session in its designated place.

All surfaces used should be wiped down with the spray and towel provided.

Never use the equipment without an instructor present.

You should arrive at least 5 minutes prior to Sessions starting to sign in either at the front desk or with the instructor. By agreeing to these Terms and Conditions, Members confirm that they have no health problems which may affect their participation in any Session provided by Weaver Vale Pilates. By clicking 'Book Now' on the Website you confirm you answer all the health questions with a 'No' and that a doctor has confirmed you can take part in a Weaver Vale Pilates session.

Intellectual Property

The content on the Weaver Vale Pilates Website, including without limitation, all content and the like, are owned by Weaver Vale Pilates, subject to copyright and intellectual property rights under the law. Content on the Website is provided to you for your information and personal use only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owner. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Website or Services, provided by you to us are non-confidential and shall become the sole property of the Weaver Vale Pilates.

You agree to not engage in the use, copying, or distribution of any of the content other than expressly permitted herein. You agree not to disable or otherwise interfere with security related features of the website.

I have read, understand and agree to the above Terms and Conditions

Tick Box

Name:

Signed:

Date:

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