

1. INTERPRETATION AND VARIATION

1.1 In the Terms and Conditions the following definitions apply:

“Company” means STUDIO IN SHADWELL LTD.

“Terms and Conditions” as defined here.

“Website” means www.shadwellstudio.co.uk.

1.2 The Terms and Conditions are incorporated into the Registration Form and online booking system.

1.3 The Company reserves the right to vary or revoke any of the Terms and Conditions from time to time which it may consider necessary or suitable for the regulation of the governance of the Studio and the conduct of Members. Any such changes will be published on our websites and, until revoked, are binding on Members.

1.4 The Terms and Conditions shall be governed by the laws of England and subject to the exclusive jurisdiction of the English courts.

2. MEMBERSHIP

2.1 Subject to condition 2.2, when a person has signed a Registration Form or ticked the terms and conditions online they shall become a Member of the studio.

2.2 Acceptance of a person as a Member or a studio user is at the discretion of the Company.

2.3 The Company reserves the right to withdraw, suspend or refuse to renew the Membership of any Member or User whose conduct is, or may be deemed to be in the Company’s reasonable opinion, injurious to the character of the Studio or amounts to a breach of the Terms and Conditions or where such expulsion is otherwise to be in the interests of the other Members of the Studio. Any Member so expelled shall forfeit all privileges to membership and shall not be entitled to any refund for any period during which his membership is suspended.

2.4 The Studio may run promotional introductory offers from time to time. These offers are exclusively for New Students who are not already registered with the Studio and are not for repeat use.

2.5 Membership is non-transferable.

2.6 Subject to any statutory right of cancellation, payments for Memberships and Classes are non-refundable unless otherwise stated in these Terms and Conditions. If a refund is approved at the manager’s discretion an admin fee of £25 will be applied.

2.7 A member can only cancel or freeze a series of classes due to medical reasons or a change of circumstances this may only be applied to a series of classes once. The member must provide conclusive documentation and written notice of termination. In case of cancellation there will be an administration fee of £25 applied to any refunds.

2.8 The concessionary rates are available to students and senior citizens. To qualify a valid ID must be shown at time of purchase.

3. STUDIO OPENING TIMES

3.1 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.shadwellstudio.co.uk.

3.2 The Studio reserves the right to make changes to the schedule at its discretion.

3.3 The Studio reserves the right to vary, adapt or amend sessions offered at the Studio at its sole discretion.

4. PAYMENT TERMS

4.1 Details of class prices and gift certificate prices are available either at www.shadwellstudio.co.uk or directly from the Studio and will be such prices as determined by the Company from time to time.

4.2 A Member may not attend any session at the Studio without first booking and or paying for the relevant session.

4.3 Subject to any statutory right of cancellation payments for classes, class cards, memberships, retail and gift certificates in any amount are non-refundable unless otherwise stated in the Terms and Conditions. If a package is bought and only part used there will be no refund available for the remaining sessions.

In the exceptional case that a refund is given this will be calculated by charging for the number of classes used and not the value of the package purchased. This will be at the manager's discretion who will consider refund requests in writing.

4.4 All classes at the Studio are provided by teachers of the highest standard. All payments for classes are accepted by the Studio on behalf of the teacher conducting the class.

5. MONTHLY SUBSCRIPTION

5.1 The provisions of this condition 5 shall only apply to a Member that applies for a monthly subscription membership by monthly Auto-Pay, direct debit, standing order or debit or credit card ("Subscription").

5.2 Any Member who purchases sessions by Subscription shall be entitled to participate in the specified number of sessions at the Studio until their Subscription terminates and any such Member will forfeit their membership if they fall behind in payment for more than 30 days. Such Member shall remain liable for any outstanding payments.

5.3 Any Member who purchases sessions by Subscription may, at the discretion of the Company, suspend their membership for a period of one month (but not a lesser period) in any 12-month period. An administration fee of £25 per month will be payable by way of reduced monthly subscription or as otherwise indicated by the Company for the period of suspension.

5.4 Subscription fees must be paid in accordance with these Terms and Conditions irrespective of whether or not the Member uses the Studio's facilities.

5.5 Subscription fees may be increased at the discretion of the Company.

Members shall be given at least 10 working days' notice of any increase in Subscription fees by means of signs displayed in the studio, or on the Studio website, or via email newsletters.

5.6 Any Member who purchases sessions by Subscription agrees that they cannot cancel their Subscription before the expiry of the minimum period of 12 months from the date of their initial payment ("Minimum Subscription Period") or if the Subscription was originally for a 10 month period, then the Subscription can not be cancelled before the expiry of the minimum period of 10 months from the date of their initial payment.

5.7 Subject to condition 5.7 and any right of the Company to cancel or suspend the Subscription, the Subscription will continue indefinitely unless, and until a Member cancels their Monthly Subscription by written request to the Company, giving one clear calendar month's notice of the desired cancellation date. No refunds shall be given to Members in respect of any Subscription fees that have been paid.

5.8 If a Member does not pay their Subscription for the Minimum Subscription

Period (or cancels their Subscription during the Minimum Subscription Period) then the Member is liable in full for any outstanding Subscriptions in respect of the Minimum Subscription Period.

5.9 Members agree and acknowledge that by agreeing to the Minimum Subscription Period, they are being given preferential rates by the Company and therefore it is fair and reasonable that the Member is liable for any payments referred to above.

5.10 It is the responsibility of the Member to cancel any direct debit or standing order with his bank on termination of his Subscription. The Company cannot be held liable for any payments processed due to the failure of a Member to cancel a direct debit or standing order.

5.11 Members who do not accept any change proposed by the Company to Subscription fees may cancel their Subscription by giving notice in accordance with condition 5.8. The Member giving notice must continue to pay subscriptions at the rate current immediately prior to any proposed increase until the end of such notice period (or in the case of a Member whose Minimum Subscription Period has not ended, until the end of such period).

5.12 If the Subscription is paid by debit or credit card (or any Subscription fees remain outstanding beyond the due date) the Member unconditionally and irrevocably authorises the Company to debit any credit or debit card provided by the Member with the monthly Subscription fee (or any outstanding fees) without notice to the Member.

6. BOOKINGS AND CANCELLATIONS

6.1 A Member may only book or reschedule sessions for themselves via the Studio booking facility at www.shadwellstudio.co.uk or via our booking app Glofox.

Members will be charged for a session where cancellation or the rescheduling of a session is not made online or notice of the same is not delivered by hand to the Studio and received in person by a Studio worker at least 24 hours prior to the booked time.

6.2 Sessions are booked on a first-come first-served basis. A Member may use the waiting list facility at www.shadwellstudio.co.uk in the event that their first choice session is unavailable. If a Member joins the waiting list for a particular session and then books that session the booking will be subject to the Terms and Conditions Booking and Cancellations Policy in the usual way.

6.3 If a Member is unable to attend a class their cancellation will be accepted up to 1 hour before its start time.

6.4 Cancellations must be made online using the website www.shadwellstudio.co.uk or the Glofox mobile phone app. The Company is unable to accept telephone and email cancellations.

6.5 'Late' cancellations i.e. those made within 1 hour of the class start time, will be classed as a 'no show' and incur the following:

Membership Students: 3 or more late cancels/no shows on the Member's account in one month will result in the suspension of the Member's class-booking privileges for one month starting from the date of the 3rd no show.

Class Pass Students (including autopay): Will result in the deduction of the class from the pass.

Intro Offer Students: 3 late cancels/no shows will result in the termination of the Introductory Offer Pass.

6.6 All Members are required to sign in to their booked class at reception at least 5 minutes before its start time. Failure to do this will be treated as a 'no show' and the booked space may be given to someone else.

6.7 Any available spaces will be allocated within the last 5 minutes before the class starts. Priority will be given to Members on the waitlist, and then remaining spaces will be allocated on a first come, first served basis.

6.8 The Booking and Cancellation Policy applies to all Members.

6.9.1 In order for private sessions to be booked in, the Company requires a nominated card for each client to be stored on the Company's system. The card will not be charged, unless the client nominates payment for his private class sessions to be taken from this card. If the client has not given the Company the minimum 48 hours cancellation the Company will charge the client's card the full agreed price for the session.

6.9.2 Private classes bought in blocks/bulk with a discount applied will expire within 3 months of purchase unless otherwise agreed. Any cancellations outside the 48-hour cancellation window will incur full charge for the class or a session deducted from the bulk block bought.

6.9.3 Private sessions held in a client's home or outside the Studio are the responsibility of the client. The client hereby agrees to provide the required heating requirements, and any mats and props required to conduct a safe class. The client agrees to provide a room that is clean and safe to practise the yoga and Pilates the Company teaches and hereby takes all responsibility and liability to holding these sessions in the suggested room.

7. FITNESS AND HEALTH

7.1 Members are advised not to undertake the yoga/Pilates or other activities offered at the Studio without first seeking medical advice if they have concerns over their physical condition. The Studio reserves the right to refuse access to any Member if, in its absolute discretion, it considers that the health of the individual concerned may be endangered by the use of such facilities.

7.2 Members with low/high blood pressure and/or cardiac irregularities, detached retina, HIV, who are very overweight or underweight, or who are pregnant, should not attend class until they have written permission from their doctor. If there is any doubt, the Member should consult his doctor. Members must notify the Studio of any circumstances affecting their health, which may be exacerbated through use of the Studio.

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

8. LIMITATION OF LIABILITY

8.1 The Company cannot be held responsible for any particular session, instructor and/or item of equipment not being available for whatever reason. The Company reserves the right to make alterations to the sessions, instructors, class timetables, class format and duration, as well as to those ancillary facilities (e.g. showers), provided to Members, without notice and in its absolute discretion and the Company will not be liable for any loss occasioned by such alterations except insofar as such loss is by law incapable of exclusion.

8.2 It is the Member's responsibility to ensure that he/she is capable of undergoing the routine of exercises or postures provided by any programme which he/she follows or class which he/she attends. Members accept the risk of injury from performing exercises and are advised to consult their doctor prior to beginning any session.

8.3 The Company accepts no liability for loss or damage to property of Members or for injury to Members on the Studio premises or outside the Studio except insofar as such loss, damage or injury is by law incapable of exclusion.

8.4 The Company does limit its liability for death or personal injury caused by the negligence of the studio, its staff or agents, but otherwise excludes all liability to members.

9. USE OF FACILITIES

9.1 A Member is entitled to use the Studio's facilities provided always that the Studio may at any time without notice withdraw all or part of its facilities for any period or periods and with notice, where practicable, in connection with any cleaning, repair, alteration or maintenance work or for reasons beyond the control of the Studio or the Company.

9.2 Children under the age of 16 may only use the Studio and attend classes if accompanied by an adult.

9.3 Children over the age of seven may not enter changing rooms or other areas reserved for the opposite sex, regardless of whether they are accompanied by an adult.

10. PERSONAL BELONGINGS

10.1 Personal belongings are brought onto the Studio premises at the Member's own risk and the Company does not accept liability for any loss or damage whatsoever to such items.

11. DRESS & FOOTWEAR

11.1 Members are requested to wear a form or dress appropriate to the session.

11.2 Footwear should be removed on entry to the Studio and left on the racks provided. Verrucae or warts must be covered: socks or bandages to be worn.

11.3 Members should use a yoga mat covered with a towel or yoga sheet to practise in the studio. Mats and towels are available from reception for a hire charge or may be purchased if required. The Company accepts no responsibility for the condition or the availability of the provided mats.

12. SAFETY & HYGIENE

12.1 In the interests of safety and hygiene, no crockery, glass or food are permitted in the changing rooms or studio. Only water is permitted in the Studio. No drinks other than water are allowed in the Studio. Other than with the exception of guide dogs no pets are permitted in the Studio buildings or grounds.

12.2 Notwithstanding paragraph 11.2 above, Members must not walk around the

Studio barefoot if they have verrucae or similar foot complaints. In such cases, yoga socks, a bandage or similar covering must be worn.

12.3 Members must use the main entrance to the Studio when entering or leaving the Studio. Fire exits, which are clearly marked, are there in the interests of safety and Members must not interfere with these exits for any reason. In the event of a fire, Members are asked to make their way to the nearest available exit.

12.4 Smoking is forbidden in the Studio.

12.5 Attendance at the class is always subject to the Studio operating at a safe capacity. Entry to class is on a first come, first served basis.

13. GENERAL GUIDELINES

13.1 Members are required to give notice to the Company of any change of home address or email address. Failing such notice, all communications will be assumed to have been received by the Member within five days of mailing to the last address (of either type) notified to the Company.

13.2 The Company reserves the right to refuse admission to the Studio.

13.3 The Company may assign the benefit of the Registration Process and a Member's membership to a third party at any time without notice to the Member.

13.4 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.

13.5 The Company may, if a Member so wishes, communicate with the Member by email. By providing an email address to the Company, the Member consents to receiving email communications from the Company, including notices pursuant to the Terms and Conditions. The Member also accepts the risk that email may not be a secure and confidential means of communication. The Company will not be liable for any loss or damage suffered as a result of communicating with a Member by email.

13.6 Members must at all times observe the Studio guidelines and Code of Conduct which may be notified to them from time to time and 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.

13.7 Any marketing, educational or other materials of this nature whatsoever produced by the Company in connection with the Studio and which are made available to Members at the Studio will at all times remain the property of the Company and will be subject to the Company's copyright.