

# Barreworks®

## Class Terms & Conditions

1. Introduction
2. Interpretation & Variation
3. The MINDBODY System
4. Class Packages
5. Monthly Subscriptions
6. Membership
7. Gift Vouchers & Account Payments
8. Class Sharing
9. Prices
10. Payments
11. Refunds
12. Expiry
13. Reservation
14. Attending without a Reservation
15. Waiting List
16. Cancellation by You
17. Late Arrival
18. No Show
19. Cancellation by Us
20. Reservation Liability
21. Instructors & Assistants
22. Studio Opening Times
23. General Conduct
24. Use of the Studio
25. Informed Consent and Waiver & Release of Liability
26. General Fitness & Health
27. Clients with Special Needs
28. Children
29. Notice
30. Email Communication
31. Your Details
32. Data Protection
33. Third Parties
34. Qualifications and Insurance
35. Force Majeure
36. Waiver
37. Severability
38. Entire Agreement
39. Copyright
40. Jurisdiction

## **1. Introduction**

Our Classes are supplied by and at Barreworks, Vestry House, 21 Paradise Road, Richmond, Surrey, TW9 1SA and subject the following express terms.

## **2. Interpretation & Variation**

In these Terms, “we”/ “us”/ “our” means Barreworks, and “you”/ “your”/ “yours” means you, the Client.

We reserve the right to vary and revoke the Terms and Conditions from time to time which variation it may consider necessary or desirable for the regulation of the affairs of the Studio and the conduct of Clients. Any such changes will be notified to Clients and, until revoked, are and will be binding on Clients.

## **3. The MINDBODY System**

We use the MINDBODY business management system (“System”) for online appointment scheduling, sales, resource and client management.

The System may be accessed online, directly or via our website, or via our iPhone and iPad apps when available.

## **4. Class Packages**

Class Packages are credits that can be used to Reserve a place in a Class.

## **5. Monthly Subscriptions**

Monthly Subscriptions are 12-month contracts which offer either unlimited or a set capped monthly attendance at Classes, in return for a monthly payment by way of an automatic debit/credit card payment (“AutoPay”).

## **6. Membership**

Membership is offered on an annual basis for a small charge. Benefits of membership are as advertised on the website and in the System.

### **7.1 Gift Vouchers - Paper**

Gift Vouchers are also available from the online store offering blocks of 5, 10 & 20 Credits.

Gift vouchers must be redeemed for a Class Package in person at the Studio, within 6 months of issue and Class Credits are then valid for from date of redemption as per 12, below.

The validity of Gift Vouchers purchased through third parties may differ and the terms of the specific voucher apply.

### **7.2 Gift Vouchers - Electronic**

You can also purchase electronic Gift Vouchers in denominations either matching our Class Packages, or of your choice, or you can top-up your (or someone else’s) Account with an **Account Payment** with any amount.

## **8. Class Sharing**

Class Packages may be shared between family or friends. Contact us for more information.

## **9. Prices**

Details of Class Packages, contract, Gift Certificate and product prices are available either at [www.barreworks.co.uk](http://www.barreworks.co.uk) or directly from the Studio and will be such prices as determined by the us from time to time.

## **10. Payments**

Online payments are accepted by credit/debit card, or a positive Account balance can be used where applicable. Payments can be made by credit/debit card at the Studio, as well as by cash and cheque, provided payment is made in full in advance of any classes being taken. Classes cannot be attended unpaid and accounts cannot be settled after class.

We may use payment card details held on file with Mindbody to clear a negative Account Balance or other monies owed.

## **11. Refunds**

Class Package and Monthly Subscription payments are non-refundable and non-transferable, except as per the conditions of Sharing, below.

## **12. Expiry**

Class Packages have varying expiries depending on the Package purchased. See our website, Mindbody or your Receipt Notes for details.

Clients should note any Studio closure times, as published on the System and/or website, to ensure the sufficient time is given to use any unexpired Class Packages, particularly over the Summer or Christmas/New Year.

Expired Class Packages cannot be refunded or re-validated. The System will automatically give notice of pending expiries by email to your registered email address.

## **13. Reservation**

By proceeding to make a Reservation with us using our online service, you are confirming that you have read these Terms and agree to be bound by them.

You can only reserve in advance with the pre-purchase of a Class Package or Monthly Subscription contract.

The Reservation Schedule ("Schedule") opens 45 days before a Class, 90 days for Barreworks Sunday Classes.

The Schedule closes 2 hours prior to a Class, but if there is space you are able to still attend without reserving in advance. See "Attending without a Reservation" below.

Reservations are made on a first-come, first-served basis and where a Class meets its maximum capacity we reserve the right to refuse admission.

Reservations will be confirmed by email.

#### **14. Attending without a Reservation**

You can only attend a Class with the pre-purchase of a Class Package or Monthly Subscription contract, or buy adding a Class Package to your account in person and in advance of the Class.

#### **15. Waiting List**

If the Class is full, you may join the Waiting List for a Class. After this time, you will be added directly to the Class list if there is space.

When you join the Waiting List you will receive confirmation by email.

If you are on a waiting list, you will only be automatically added to a Class if a space becomes available outside of the 12 hour cancellation window. Your reservation will be confirmed by email. If you then wish to cancel, you must do this at least 12 hours in advance of the Class ("Early Cancel") to avoid the charges above.

If you are on a waiting list and a space becomes available within the 12 hour cancellation window, you will not be automatically added to the Class but you can normally bypass the Waiting List and sign-up to the Class. You will still be charged if you cancel.

You cannot join a Waiting List which overlaps an existing reservation.

#### **16. Cancellation by You**

All Classes are subject to a 12-hour cancellation policy and if you fail to cancel prior to 8-hours of the commencement of your scheduled Class ("Early Cancel"), you will be charged the full amount as a "Late Cancel".

- If paying per Class, you will be charged the price of a Class.
- If paying under a Monthly Subscription, you will be charged a cancellation fee in accordance with your contract, direct to your card on file or by account balance.

Cancellations will be confirmed by email.

#### **17. Late Arrival**

Classes start promptly at the scheduled time so please arrive early to sign-in and change if necessary. If you have not shown up within 5 minutes of your scheduled Class time, you will be considered a Late Cancel and be charged the full Class fee but will not be permitted to participate in the Class. This ensures those wishing to attend a Class without Reservation have the opportunity to take the Class.

The Class will be taken at the Instructor's discretion if you arrive late, but you may not join a Class in any circumstances 10 minutes after commencement.

### **18. No Show**

If you do not show up to your Reserved Class, you will automatically be charged as a Late Cancel as above.

### **19. Cancellation by Us**

Where we need to cancel and/or change the time of a Class, we will give as much notice as possible. In this instance, you will be contacted by email and your account re-credited accordingly.

### **20. Reservation Liability**

A binding contract is not formed until we accept your offer to make a reservation for a Class or block of Classes. An offer will be deemed to have been accepted by us once you are in receipt of a reservation confirmation from us.

Prices are subject to change at any time by us before we accept your reservation.

All Classes are offered by us subject to availability.

Notwithstanding the foregoing, in the event of a genuine website error or inaccuracy, we reserve the right to cancel all confirmed Class reservations. In the event of such cancellation our only liability to you shall be to refund the price paid by you for your Class reservation, or to transfer you to a Class at an alternative date and time, whichever you prefer.

### **21. Instructors & Assistants**

Instructors are subject to change due to scheduling or emergencies, and if another Instructor is scheduled into a Class, you are still responsible for keeping the Class if it is within 12-hours of the Class time.

Assistants may also be present at a Class to support Instructors or if in training.

### **22. Studio Opening Times**

Studio opening and Class times may vary from time to time. Check our website for updates.

### **23. General Conduct**

All electronic devices that make a sound must be silenced when entering the Studio.

Smoking is not permitted anywhere in the Studio.

Appropriate clothing must be worn at all times. We recommend that you wear comfortable gym-wear or loose fitting clothes for your Class. We recommend taking the Class in sports socks. Footwear is permitted in the reception area but not in the Class Studio. Clients must not walk around the Studio barefoot if they have verucas or similar foot complaints.

Misconduct or behaviour that may cause injury or is considered offensive to others will result in immediate eviction from the Studio and/or withdrawal of services.

We reserve the right to refuse admission.

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

Clients must ensure they are aware of and comply with the health, safety, security and other policies, procedures and rules of the Studio. Notices can be found on the notice board and near fire safety equipment.

In the interests of safety and hygiene, no crockery, glass or food is permitted in the changing rooms or Studio. Only water in closed containers is permitted in the Studio.

Other than with the exception of guide dogs, no pets are permitted in the Studio buildings or grounds.

#### **24. Use of the Studio**

A Client is entitled to use the Studio's facilities provided always that we 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 our control.

We cannot be held responsible for any particular Class, Instructor and/or item of equipment not being available for whatever reason. We reserve the right to make alterations to the Class, Instructors and/or equipment, as well as to any ancillary facilities provided to Clients, without notice and in our absolute discretion will not be liable for any loss occasioned by such alterations except insofar as such loss is by law incapable of exclusion.

#### **25. Informed Consent and Waiver & Release of Liability**

For reasons of safety this must be completed and signed prior to attending your first Class. Without this admission will be refused to the Class.

Personal belongings are brought onto the Studio premises at the Client's own risk and we do not accept liability for any loss or damage whatsoever to such items.

#### **26. General Fitness & Health**

By agreeing to these Terms and Conditions you hereby confirm that you have no health problems (including without limitation cardiac irregularities; spinal, bone, joint, tendon or ligament injuries; spells of dizziness; asthma (or other breathing difficulty); diabetes, epilepsy or any allergy) which may affect your participation in any sessions at the Studio.

It is your sole responsibility to notify the Studio before attending any session of any circumstances affecting your health which may be exacerbated through

continued use of the Studio and/or which may have arisen or worsened since your last Class at the Studio (if any).

You are advised not to undertake strenuous physical activity without first seeking medical advice if you have concerns over your physical condition and wellbeing. If you have low/high blood pressure and/or cardiac irregularities, you should not attend Class. If there is any doubt, you should consult your doctor.

We reserve the right to refuse access to anyone, if in its absolute discretion, it considers that the health of the individual concerned may be endangered by the use of Studio facilities.

### **27. Clients with Special Needs**

If you have special needs, we ask that you advise us of your requirements by telephone on 0208 940 5746 before you make a reservation online. You can help us ensure we will be able to meet your needs by contacting us at least 48 hours in advance of the date and time of the first Class you wish to reserve.

It is your sole responsibility to check with your doctor or medical practitioner about your suitability for our Classes and to obtain his/her written consent where necessary. While we take every care to ensure safe practice, there are inherent risks in any exercise programme and we accept no liability whatsoever for any injury or illness you incur through taking our Classes (except as a result of our negligence) or by your failure to notify us of any existing health problems or special needs.

### **28. Children**

If you are aged 16 or under, you are unable to attend our Classes.

### **29. Notice**

Clients are required to give written notice to us of any change of address. Failing such notice, all communications will be assumed to have been received by the Client within five days of mailing to the last address notified to us.

### **30. Email Communication**

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

### **31. Your Details**

Clients should notify us of any changes to the contact details provided on the System in order to be contacted in the event of late changes to the Class timetable, Studio closures and to be kept informed of promotions and special events. Clients can opt out of promotional mailings at any time.

### **32. Data Protection**

We have notified the Information Commissioner's Office that we process personal information under the Data Protection Act 1998.

For further details, see our Privacy Policy at [www.barreworks.co.uk](http://www.barreworks.co.uk).

### **33. Third Parties**

We may assign the benefit of the Registration Process of a Client to a third party at any time without notice to the Client.

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.

### **34. Qualifications and Insurance**

All Instructors hold public/Instructor liability insurance. Some Instructors are also certified in pre/postnatal fitness with Fit to Deliver.

Barreworks Studio also holds public liability insurance.

### **35. Force Majeure**

We shall not be liable to you or deemed to be in breach of these Terms by reason of any delay in performing or any failure to perform any of our obligations in relation to these Terms, if the delay or failure was due to any cause beyond our reasonable control, including, but not limited to, Acts of God, explosion, flood, tempest, fire or accident, war or threat of war, riot, sabotage, insurrection, civil disturbance, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any government, parliamentary, or local authority, strikes, lockouts or other industrial action or trade disputes (whether involving our employees or those of any third party), I.T. viruses, difficulties in obtaining raw materials, labour, fuel, parts or machinery, power failure or breakdown in machinery.

### **36. Waiver**

No delay or failure by either party to exercise any of its powers, rights or remedies under these Terms will operate as a waiver of them, nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver to be effective must be in writing.

### **37. Severability**

If any part of these Terms is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable then such part will be severed from these Terms, the remainder of which will continue to be valid and enforceable to the fullest extent permitted by law.

### **38. Entire Agreement**

These Terms, together with our order confirmation constitute the entire agreement between the parties and shall have effect to the exclusion of any other



memorandum, agreement, or understanding of any kind, whether oral or written, between the parties hereto and touching and concerning their subject matter.

**39. Copyright**

Barreworks® is a registered trademark of Barreworks Ltd, a Limited Company registered in England No. 7119873. All rights are reserved.

Any marketing, educational or other materials of any nature whatsoever produced by us in connection with the Studio and which are made available to Clients at the Studio will at all times remain our property and will be subject to our copyright.

**40. Jurisdiction**

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

*Barreworks*

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