



## TERMS AND CONDITIONS OF USE OF OUR WEBSITE

These are our terms and conditions. They apply each time you visit our site or use our services and we will assume that you've read them before you use our services. They do change from time to time so please re-read them each time you visit us.

### AGREEMENT

These Terms comprise the following sections:

- Our Service
- General Terms
- Cookie and Privacy Policy

Together these form the basis of the legal relationship between us and both you and we agree to be bound by what each section says.

### OUR SERVICE

#### 1. DEFINITIONS AND INTERPRETATION

The definitions at the foot of this page apply to these Terms.

#### 2. YOUR PLAN

- 2.1 Plans may be upgraded at any time on payment of any increased fee due.
- 2.2 Plans may not be downgraded.
- 2.3 We may suspend or cancel your Plan at any time without notice and without refund if we find that:
  - 2.3.1 you have committed a serious breach of these Terms;
  - 2.3.2 you have committed a series of minor breaches of these Terms and have failed to comply with our reasonable requests to remedy those breaches;
  - 2.3.3 any fees due to us are unpaid for more than 28 days after they have become due; or
  - 2.3.4 you have a medical condition that we, in our absolute discretion, feel is not appropriate for the exercise you want to carry out.

#### 3. SUBSCRIPTIONS

- 3.1 Subscriptions are payable in advance.
- 3.2 If you pay your Subscription by Direct Debit you must tell us if you change your bank and give us details of your new bank account.
- 3.3 Subscriptions cannot be transferred to another person.
- 3.4 Subscriptions are non-refundable even if you do not use our services.
- 3.5 If you pay us later than the due date for any payment we may charge you a late payment fee of £15.
- 3.6 If your Subscriptions are not paid on time we may deny you access to the Studio.
- 3.7 Your Subscription is valid only for the period you and we have agreed and no untaken classes may be taken after the expiry of the Plan.

#### 4. STUDIO RULES

If you do not abide by the Studio Rules we may suspend or end your Subscription and we



won't have to refund you any money.

## **5. EQUIPMENT AND FACILITIES**

- 5.1 If you become aware of any damaged or defective equipment you must immediately cease using such equipment and inform a member of staff.
- 5.2 Equipment may be withdrawn at any time and for any reason including, but not limited to, maintenance, repair and alteration.
- 5.3 Equipment and facilities are available on a first-come-first-served basis and we make no guarantee that you will be able to take part in any class or use any of our facilities at any specific time.
- 5.4 We have the right to withdraw all or any of the facilities we provide without notice in connection with their maintenance, repair or cleaning.
- 5.5 You must at no time bring any crockery, glassware or cutlery into any of our facilities and the consumption of food must take place only in those areas designated for that purpose.

## **6. CLASSES**

- 6.1 All classes, workshops and similar events we provide must be booked in advance. No priority is given to any Member and places are allocated on a strictly first-come-first-served basis.
- 6.2 If a class requires the payment of an additional fee over and above the Subscription, this must be paid at the time of booking.
- 6.3.1 If a class requires specific clothing, footwear or other items we will tell you in advance.
- 6.3.2 You must arrive at least 5 minutes before the scheduled time of the class. If you arrive later than that you may lose your place in the class.
- 6.3.3 If a class involves a warm-up session, you can only take part if you have done the warm up and if you fail to comply with those requirements we can exclude you from the class and no refund will be given if an extra fee has been paid.
- 6.4 If you arrive at a class and we are of the reasonable opinion that you need a medical assessment before you can take part in that class, you will pay our usual fees for such assessment and no refund will be given if an extra fee has been paid and you refuse to undergo the assessment.
- 6.5 YOU MUST TELL US AT LEAST 24 HOURS BEFORE ANY CLASS IS DUE TO TAKE PLACE IF YOU WISH TO CANCEL IT. IF YOU DO NOT WE WILL KEEP THE FEE.



## GENERAL TERMS

### DEFINITIONS

The following words have the following meanings in these Terms and Conditions:

We, the Company	means Mypilates London Limited, St James House, Austenwood Lane, Austenwood Common, Gerrards Cross, Buckinghamshire SL9 8SG
You	means a visitor to the Site or a user of the services we provide.
Plan	means the plan you have subscribed for.
Studio	means the place or places where we provide our services.
Studio Rules	means the rules we publish from time to time governing the use of the Studio which are displayed in the Studio and extracts from which are shown below.
Subscription	means the payment you make to us for the services we provide
Terms and Conditions	means these Terms and Conditions

### YOUR PROMISES TO US

You agree that:

- You have the right to make this agreement with us and that you are over the age of 18 years.
- You will read the terms and conditions on any site we link you to.
- You won't use robots, spiders, scrapers or similar things on the Site.
- You won't try to get around any things we put on the Site to stop or limit access to parts of it.
- You won't do anything that might cause our systems to crash.
- You won't steal the Site or any part of it for use in any other site or application.
- You won't try to modify, translate, adapt, edit, decompile, disassemble or reverse engineer any programs we use in connection with the Site or the services it offers.
- You won't copy, imitate or use the trademarks and/or designs and/or layout or anything else which would usually amount to intellectual property and which we own.

### INTELLECTUAL PROPERTY

Either we or our business partners and affiliates own all the information and intellectual property on the Site and you have no right to copy or use any of that information or intellectual property other than to use the Site unless we give that right to you.

### PRIVACY & COOKIES

We, and you, both agree that our Privacy and Cookie Policy forms part of these Terms and Conditions.

### DISCLAIMERS

We can't promise that the Site will meet your needs; that it will work properly; that it will be fit for a particular purpose or that it will not infringe the rights of others.

We can't promise that the Site will work with all systems; that it will be secure and that all information provided will be accurate.



We don't give advice on the Site, just general opinions, so don't rely on what we say when you make any decisions.

We take all reasonable effort to test material before placing it on the Site. In the very unlikely event of any loss, disruption or damage, we cannot be held responsible for any loss, disruption or damage to your data or computer system that may occur whilst using material derived from the Site.

We don't have any control over any of the products available through the Site so we can't guarantee them in any way.

If you link to any other site using the Site then you understand that separate conditions will apply to those sites and that we have no control over those conditions – so you agree that you will read and understand them before using those sites.

#### **AVAILABILITY OF THE SITE**

We never guarantee that the Site will be available all the time and if it's not available for any reason you can't hold us responsible for anything you lose as a result.

We have the right to change the Site and the services it offers, suspend it or stop it at any time.

#### **LIMITATION OF LIABILITY**

As far as we are allowed by law we deny liability for any losses of all kinds which you incur from visiting and/or using the Site. You use the Site at your own risk.

However, nothing in these Terms and Conditions excludes or restricts our liability for death or personal injury resulting from any negligence or fraud on our part.

#### **LINKS TO OTHER WEBSITES**

We don't control any of the websites we link to and so we can't be responsible for the content of such websites and disclaim liability for any losses that come out of you using them.

Just because we link to a site does not mean that we endorse or recommend that site.

We can never guarantee that a link will work.

#### **MODIFICATIONS TO THESE TERMS AND CONDITIONS & THE SITE**

You agree to re-read these Terms and Conditions each time you visit the Site so as to understand any changes we've made to them.

If we change the Site these Terms and Conditions will apply to any changes we make.

#### **GENERAL MATTERS**

These Terms and Conditions are made under the laws of England and Wales and that is the only jurisdiction that can govern them.

We, and you, agree that these Terms and Conditions do not form the basis of any partnership or co-venture.



These Terms and Conditions supersede any previous terms and conditions we have published and represent the entire understanding between you and us.

Time will not be of the essence in any part of any agreement between you and us.

All parties acknowledge and agree that they have not entered into any agreement between them in reliance on anything said or promised by the other which is not in these Terms and Conditions.

If a Court or other body says that any part of these Terms and Conditions is unenforceable, the rest of them will stand.

If either you or we need to give formal notice to the other, it must be done by email to the address each of us gives to the other from time to time.

These Terms and Conditions contain the entire understanding between you and us.



### STUDIO RULES SUMMARY

**This is a summary only and the full Rules displayed at the Studio must be complied with**

- If you are not well you must not use our services.
- You may only use our equipment in the correct manner and must not use it in any way that may cause harm to you or to others.
- You must not use our equipment until we have instructed you in the correct use of them.
- If you have any medical condition or are taking any medication you must tell us in advance and comply with any instructions we give you.
- You must carry a towel with you at all times and you must wipe down the equipment you use and use a sanitising spray after use.
- You must not use our equipment under the influence of alcohol or illegal drugs.
- You must not use the Studio immediately following a heavy meal.
- No outdoor clothing or shoes may be worn in the Studio.
- Your feet must at all times be clothed in socks.
- Only Guide dogs are allowed in the Studio.
- No smoking is permitted inside or outside the Studio.
- You must keep your personal belongings secure at all times.
- YOU MUST NOT TAKE PART IN ANY CLASS OR USE ANY OF OUR FACILITIES IF YOU HAVE ANY CONCERNS ABOUT YOUR MEDICAL CONDITION.



## COOKIE AND PRIVACY POLICY

This Policy applies to our use of any and all Data collected by us in relation to your use of the Site.

### Definitions and Interpretation

In this Policy the following terms shall have the following meanings:

<b>Data</b>	Means all the information you submit to us via the Site. This definition, where appropriate, incorporates the definitions provided in the Data Protection Act 1998.
<b>Cookie</b>	Means a small text file placed on your computer by the Site when you visit certain parts of the Site and/or when you use certain features of the Site.
<b>UK and EU Cookie Law</b>	Means the Privacy and Electronic Communications (EC Directive) Regulations 2003 as amended by the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011.
<b>User</b>	Means you or anyone who uses the Site.

### Scope of this Policy

This Policy applies only to the actions of you and us when using the Site. It does not extend to any websites that can be accessed from the Site including, but not limited to, any links we might provide.

### Data Collected

Without limitation, the Site may collect all or any of the following Data from time to time:

- Name
- Date of birth
- Gender
- Contact information such as email addresses and telephone numbers
- Demographic information such as post code, preferences and interests
- IP address (automatically collected)
- Web browser type and version (automatically collected)
- Operating system (automatically collected); and
- A list of URLs starting with a referring site, your activity on the Site, and the site you exit to (automatically collected).

### Our Use of Data

We will keep any personal Data you submit for 6 months.

Unless we are obliged or allowed by law, and subject to “Third Party Sites and Services” below, we will not disclose your Data to third parties. This does not include the companies which form part of our group.

All personal Data is stored securely in accordance with the principles of the Data Protection Act



1998.

We use your Data so as to give you the best possible service and experience when using the Site.

Specifically, we may use Data for the following reasons:

- Internal record keeping;
- Improvement of our products/services;
- Transmission by email of promotional materials that may be of interest to you;
- Contact for market research purposes which may be done using email, telephone, fax or mail; or
- To customise or update the Site.

### **Third Party Sites and Services**

We may, from time to time, use other parties for dealing with matters that may include, but are not limited to, payment processing, delivery of purchased items, search engine facilities, advertising and marketing. The providers of such services have access to some of your Data.

Any Data used by such parties is used only to the extent required by them to perform the services that we've requested. Any use for other purposes is strictly prohibited.

Any Data that is processed by third parties will be processed within the terms of this Policy and in accordance with the Data Protection Act 1998.

### **Links to Other Websites**

We may, from time to time, provide links to other websites. We have no control over such websites and can't be responsible for their content. This Policy does not extend to those websites and we suggest that you read the privacy policy or statement on those websites before using them.

### **Changes of Business Ownership and Control**

We may, from time to time, expand or reduce our business and that may mean that the people who control our business change. If we do that your Data will, if relevant, be transferred to the people who then control the business. They will have the same rights and obligations as we have under the terms of this Policy.

If we do transfer Data for this reason we will not tell you in advance.

### **Controlling Use of Your Data**

If we ask for Data from you, you will be given options to restrict our use of that Data. This may include the following:

- Use of Data for direct marketing purposes; and
- Sharing Data with third parties.

### **Your Right to Withhold Information**

You may access certain areas of the Site without providing any Data at all but to use all features and functions available on the Site you may be required to submit certain Data.

You may restrict your internet browser's use of Cookies – we suggest that you look at the "Tools" setting for your internet browser. See below under "Cookies" for more information.



### Accessing Your Own Data

You have the right to ask for a copy of any of your personal Data that we hold on payment of a small fee that will not exceed £10.

### Security

Data security is of great importance to us and to protect your Data we have put in place various physical, electronic and managerial procedures to safeguard and secure Data collected via the Site.

### Cookies

The Site may place and access certain Cookies on your computer. These are first party Cookies and we place them via the Site and only we use them. We use Cookies to improve your experience of using the Site and to improve our range of products and/or services. We choose the Cookies we use carefully and have taken steps to make sure that your privacy is always protected and respected.

By using the Site you may also receive certain third party Cookies on your computer or device. Third party Cookies are those placed by websites, services and/or parties other than us. We use third party Cookies on the Site to enable third parties with whom we do business to hold and evaluate data if they are a party to any transaction on the Site. These Cookies are not integral to the functioning of the Site and can be disabled.

All Cookies used by the Site are used in accordance with current UK and EU Cookie Law.

Certain features of the Site need Cookies for those features to work. UK and EU Cookie Law deems these Cookies to be “strictly necessary”. In those cases, we don’t ask for your consent to place them but you can still block these Cookies by changing your internet browser’s settings as detailed below.

The Site uses analytics services provided by Google and others. “Analytics” is a set of tools used to collect and analyse how the Site is used that then helps us understand the needs of our Users. This, in turn, means that we can improve the Site and the products and/or services offered through it.

You don’t have to let us use these analytic Cookies but when we use them your privacy and safe use of the Site are not at risk.

The analytics service may place Cookies on your device immediately you visit the Site and it may not be possible to obtain your consent before it does. You can remove these Cookies and prevent future use of them by following the steps set out below:

- You can choose to enable or disable Cookies in your internet browser.
- Most internet browsers enable you to choose whether you wish to disable all Cookies or only third party Cookies.
- By default, most internet browsers accept Cookies but this can be changed. For further details, please consult the help menu in your internet browser.
- You can choose to delete Cookies at any time but if you do you may lose any information that enables you to access the Site quickly and efficiently and you may lose your personal settings.

We recommend that you make sure that your internet browser is up-to-date and that if you are not sure about anything you look at the help and guidance provided by your internet browser.



### **Changes to this Policy**

We have the right to change this Policy as and when we decide from time to time or as may be required by law. Any changes will be immediately posted on the Site and you are deemed to have accepted the terms of this Policy on your first use of the Site following those changes.