

## TERMS & CONDITIONS

### Interpretation and Variation

In the terms and Conditions the following definitions apply: "Company" means 121 Urban Hot Yoga, Essex Yoga & Reformer Pilates Academy & Yoga Teacher Training Essex. (trading as 121 Urban Hot Yoga).

"Member" means any person that has signed a Registration Form which has been accepted by the Company.

"Registration Form" means the registration and application form signed by each member.

"Studio" means any of the Studios of the Company published on our website(s) from time to time.

"Terms and Conditions" are defined here.

"Website" means [www.yogateachertrainingessex.co.uk](http://www.yogateachertrainingessex.co.uk), [www.essexyrpacademy.co.uk](http://www.essexyrpacademy.co.uk) or affiliated websites.

The terms and Conditions are incorporated into the Registration Form and any Membership is subject to these Terms and Conditions as amended from time to time. 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.

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

### Membership

When a person has signed a Course Registration Form they shall become a Member of the Studio subject to these Terms and Conditions.

Acceptance of a person as a Member is at the discretion of the Company.

The Company reserves the right to withdraw, suspend or refuse to renew the course of any member who is, or may be deemed to be in the Company's absolute discretion, injurious to the character of the studio or amounts to a breach of the Terms and Conditions or where expulsion is otherwise to be in the interest of the other members of the studio. Such examples are, but not limited to, [Threatening behaviour towards staff and other members, verbal and physical abuse, disruption during course tuition and practical classes]. Any member expelled shall forfeit all privileges to the course and shall not be entitled to any refund for any period which his/her course fees are suspended"

The Academy may run promotional introductory offers from time to time (directly or through an agent i.e. Groupon).

Essex Yoga & Reformer Pilates Academy reserves the right to revoke any unlimited membership package if continuous miss use applies, ie, consistently failing to attend booked classes/ holding spaces in class with no intention of participating. The party in question will not be refunded and all online booking will be suspended.

## Studio Opening Times

Details of class times at the studio may vary from time to time. Classes will be published by the Studio and will be available at the studio or on our Website(s). Classes will be subject to change due to holiday periods i.e. Bank holidays, Summer holidays, Christmas holidays and general changes to studio timetable.

## Payment Terms

Details of the course fees are available either at [www.yogateachertrainingessex.co.uk](http://www.yogateachertrainingessex.co.uk) or directly from the studio and will be such prices as determined by the Company from time to time.

Subject to any statutory right of cancellation, payments for courses fees, payment plans and annual payments are made non-refundable unless otherwise stated in the Terms and Conditions and full refund policy.

## Direct Debit/Standing Order

The provisions of this section, shall only apply to members that enrol via payment plan options by monthly direct debit/standing order.

Any member, who is purchasing a course by way of payment plan options, shall be entitled to participate in monthly course modules when monthly payment date has been agreed and payment made on time. Any such member will forfeit their course enrolment if they fall behind in payment for more than 30 days. Such member shall remain liable for any outstanding payments. Please see full Refund Policy below for full details.

## Personal Belongings

Personal belongings are brought onto the studio premises at the member's risk and the company does not accept liability for any loss or damage whatever to such items. For security reasons members are advised to place valuable items in the lockers provided and not leave them in the changing area.

## Use of facilities

A member is entitled to use the studio's facilities providing always that the studio may at any time 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.

## Fitness and health

Members are advised not to undertake strenuous physical activities 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.

Members with the following conditions should not attend class: low/high blood pressure and cardiac irregularities. If there is any doubt, the member should consult his/her doctor. 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 teacher at all times.

## Dress Code

Members are requested to wear a form or dress appropriate to the practice of Hot Yoga. Footwear should be removed before entry to the studio room in accordance with instructions.

## Safety and Hygiene

Smoking is not allowed in the Studio.

Members must use the appointed 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 doors for any reason.

In the event of a fire, members are asked to make their way to the nearest available exit.

Do not walk around the studio barefoot if you have verrucas or similar foot complaints.

Members are required to bring their own Yoga mats, Towels and any apparatus such as yoga blocks for class. No crockery, glass or foods are permitted in the changing rooms or studio. Only water is permitted in the studio. No pets (unless guide dogs) are permitted in the studio buildings or grounds.

## General

Members must at all times observe the studio guidelines 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.

Members are required to give written notice to the Company of any change of home address or email address. Failing such notice, all communications shall be assumed to have been received by the member within 5 days of mailing to the last address (of either type) notified to the company.

The company reserves the right to refuse admission to the studio.

The Company may, if a member wishes so, may communicate with the member by electronic mail ("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 any risk that email may not be a fully 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 in this manner.

## Teacher Training

A non refundable deposit is payable on application to secure a space on courses.

In the event we decline your application your deposit will be refunded.

All course fees/payment plans are to be paid on the dates agreed before your course start date.

Once you have paid for your course in full, no refunds are available.

In the event of an agreed payment plan you must agree to complete all the payments as per the plan. See below for Full Refund Policy

## Limitation of Liability

The company cannot be held responsible for any service or equipment not being available for whatever reason. The company reserves the right to make alterations to the types of facilities

provided, without notice and in its absolute discretion and the company shall not be liable for any loss occasioned by such alterations except in so far as loss is by law incapable of exclusion.

It is the member's responsibility to ensure that they are capable of undergoing a routine of exercises provided by any course or class which they attend. Members accept the risk of injury from performing exercises and are advised to consult their doctor prior to beginning any course or class.

Neither Essex Yoga & Reformer Pilates Academy/Yoga Teacher Training Essex, nor its, employees or agents shall be liable for any death, personal injury or illness occurring upon any company premises or as a result of the use of the facilities and/or equipment provided by the company, except to the extent that such death, personal injury or illness arises from any negligent act or omission of Essex Yoga & Reformer Pilates Academy/Yoga Teacher Training Essex or its employees, agents or subcontractors.

The company accepts no liability for loss or damage to property or injury of members or their guests to them on the studio premises or outside the studio (including bike park areas) except in so far as such loss, damage, or injury is by law incapable of exclusion.

#### Refund Policy

Please see full Refund Policy.

#### Retail Refund Policy

Products may be returned within 28 days for exchange only. Exchanges are valid only for products that have not been opened, used or damaged with proof of purchase.

Products which are defective or damaged may be returned immediately for exchange, with proof of purchase.

Customers are responsible for all shipping charges on exchanges and refunds.

Refunds are only available when an equivalent replacement is unavailable and the customer does not wish to exchange for another product.

Any refunds will be made within 30 working days.

#### Practical Scheduled Class Bookings and Cancellation Policy

Members wishing to cancel a pre-booked class may do so up to 12 hours prior to its start. All bookings and cancellations should be arranged online via member accounts.

If a member fails to provide the minimum 12 hours class cancellation notice, the class will be charged in line with their existing course yoga/reformer pilates allowance. No refunds will be given.

Course practical allowances will be activated from the start date of the course to final date for Yoga Teacher Training and from 2 weeks prior to the Reofmer Pilates Teacher Training until 2 weeks after the final in contact tuition date.