



## TERMS OF SERVICE

These Terms and Conditions set out the whole agreement between you and us for the supply of services (Terms of Service) and constitute an agreement between you and us.

Please ensure that you read and understand these Terms and Conditions because you will be bound by them.

“Class” means either a face-to-face or online Pilates or Trigger Point Pilates session facilitated by Athena Pilates

“Class Rules” means the rules and regulations governing the use of a Athena Pilates Class.

“Athena Pilates”, “us”, “we” and “our” means Athena Pilates

"Member", "you" and "your" means on-going card payers, standing order, annual and daily prepaid members.

"Health Questionnaire" means the physical activity readiness questionnaire completed by you prior to commencing classes.

## 1.0 MEMBERSHIP

### 1.1 Membership options

- Monthly subscription membership entitles you to either one (Silver) or two (Gold) online or face to face classes per week, subject to availability.
- Membership prices include 46 classes per calendar year. This has been factored into your membership price and is spread out over 52 weeks.
- Athena Pilates has the right to cancel due to illness or unforeseen circumstances up to 6 of your classes per year without financial penalty. This has been factored into your membership price and is spread out over 52 weeks.
- A minimum of 48 hours' notice needs to be provided to be eligible for a make-up class which will be offered subject to availability.
- No refunds are given, under any circumstances.
- Your class time and date will be agreed with Athena Pilates on commencement of membership. This can be swapped for another day or time, subject to availability.



## 1.2 Your Membership

- You must be over the age of 16 to become an Athena Pilates member.
- You must complete the Health Questionnaire before you start using your membership and by completing the Health Questionnaire warrant to us that you have no known condition or are undergoing any treatment that would prevent you from being capable of physical exercise in all material respects.
- On entry into this Membership Agreement and every time you enter an Athena Pilates Class during your membership, you warrant and represent to Athena Pilates that you have no medical conditions known to you that would mean that you are not capable of all forms of exercise and that such exercise will not be detrimental to your health. If in doubt, it is your sole responsibility to consult a medical practitioner or to not go to any classes/tell an instructor/cancel your membership.
- Your membership allows you to access any Athena Pilates class subject to availability, in accordance with the type of membership option that you have selected as set out above. Booked classes are non-refundable. You must notify Athena Pilates of any cancellations at least 4 hours prior to the start time to be eligible for a transfer to another class.
- Your membership applies to you personally: you cannot lend, assign or transfer it to another person at any time.
- We reserve the right to implement a waiting list at any time if we deem it necessary to do so.
- We reserve the right to make or change minor points or amendments in this Membership Agreement without notice to you.

## 2.0 PAYMENT OF FEES

- By joining up to our classes online, in person or over the phone, you are agreeing to be bound by these Terms and Conditions; you agree to pay all Athena Pilates membership and other fees on time.
- Paying monthly subscription by card: Your first month's Membership fees are due immediately and will be taken as soon as you complete your online membership. Your second and subsequent payment will be collected from you 28 days later.
- Your membership fees are subject to periodic increases, and we reserve the right to pass on any changes in the rate of VAT to you. Fees will normally be reviewed on an annual basis, but circumstances may dictate an earlier revision. You will normally be given one month's notice of any fee change.
- All payments made are non-refundable under any circumstances.



### **3.0 FACILITIES AND SERVICES**

- Classes will take place at Athena Pilates Studio and/ or online via Zoom. In order to gain access register to our classes you must book onto your required class.
- Class times and location are subject to change, and we will provide as much emailed notice where reasonably practicable.
- 6 weeks break throughout the year will apply to all classes.

### **4.0 CLASS AND WEBSITE USAGE RULES**

- If you suffer from, or think you may suffer from, a medical condition you should consult your doctor before starting a weight loss and/or exercise regime. If you decide to start exercising after a period of relative inactivity you should start very slowly and consult your doctor if you experience any discomfort, distress or any other symptoms. If you feel any discomfort or pain when you exercise, do not continue.
- The recordings on the Athena Pilates site are not intended for women who are pregnant or breast-feeding, or for any person under the age of 16, unless specified.
- Athena Pilates uses information provided by manufacturers, producers and retailers and does not recommend or warranty any claims made for any product.

#### **4.1 CLASS USAGE RULES**

- We may cancel or suspend your membership without notice if you break these rules.
  - You must wear appropriate clothes and shoes to the classes. i.e. no jeans
  - You must not put the health, safety or wellbeing of other members or our Athena Pilates Instructors at risk.
  - You must not allow other people to use your membership to attend classes.
  - You must not behave in a violent, rude or threatening way or in a manner which distresses or causes discomfort to other class members or Athena Pilates Instructors.
- We may refuse admission to or ask you to leave the relevant class if Athena Pilates reasonably believe that you have broken any section of this paragraph. No refund will be given if you are asked to leave a class in such circumstances.
- We are not legally responsible for any possessions you lose or that are damaged or stolen from the studio.
- If you have an accident or injure yourself at one of our classes, you must report this to the instructor straight away.



#### **4.2 WEBSITE USAGE RULES**

- We may cancel or suspend your membership without notice if you break these rules
  - You must not allow other people to use your login to view your profile
  - You may not download or share links to any videos in the members area.

#### **5.0 DATA COLLECTION**

- In the course of your membership, Athena Pilates may collect certain personal information about you including personal details, financial details and information about your health. We will use this information for purposes including managing your membership and communicating with you. You will always be given the opportunity to opt out of such communications. You have the duty to keep your personal information up to date and to inform us of any significant changes.
- Please contact us if you have any questions or concerns about how Athena Pilates will use and store your personal information or if you wish to exercise your right to access, modify, object to the use of or request the deletion of your personal information.
- We reserve the right to take photographs/film of our classes (which may include you, provided your inclusion is incidental) for press and promotional purposes.
- As a member of Athena Pilates, you acknowledge that you have read and understand the provisions of the Privacy Policy and that you agree that Athena Pilates may collect, use, process and disclose your personal information as described.



## **6.0 CANCELLATION**

### **6.1 Cancellation by you:**

- You can cancel your Membership at any point with one months' notice from your payment day.
- This is your responsibility and is to be done by you via the member's area of the Athena Pilates website.

### **6.2 Cancellation by us:**

- We may cancel your membership without notice if you commit a material breach of this agreement including, but not limited to, a breach of the Class Rules, abuse or threatening behaviour or vandalism or other illegal activity.
- We may cancel your membership with immediate effect if:
  - You have breached any terms and conditions of this agreement; or
  - Membership fees or other charges remain unpaid 7 days after the due date and such a breach is not remedied by you within seven days, after being notified by us.
- We may cancel your membership with immediate effect if your Class permanently ceases operation, In these circumstances, we will consider providing a pro rata refund for membership fees already paid in respect of any period after the cancellation date.

## **7.0 FORCE MAJEURE**

- For the purposes of this agreement, a Force Majeure Event means an event beyond the reasonable control of Athena Pilates including but not limited to strikes, lock-outs or other industrial disputes (whether involving Athena Pilates or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- Athena Pilates shall not be liable to you as a result of any delay or failure to perform its obligations under this agreement as a result of a Force Majeure Event.
- If the Force Majeure Event prevents Athena Pilates from providing any of the services for more than 90 days, Athena Pilates may, without limiting its other rights or remedies, have the right to terminate this agreement immediately by giving written notice to you.



## 8.0 GENERAL

- Our failure to enforce any of our rights at any time, for any period and for whatever reason will not be construed as a waiver of such rights; neither will any failure to identify or act upon your breach of the terms of this agreement be deemed to be an affirmation by us that your behaviour is acceptable.
- Where a provision of this agreement is deemed to be invalid or unenforceable by any English Court, the provision will be deleted but such deletion will not affect the validity and enforceability of the remaining provisions.
- We may assign or transfer the benefit of this agreement our obligations under it, to any other legal entity at any time without notice to you.
- All and any Intellectual Property Rights in or arising out of or in connection with the services provided or in relation to this agreement shall be owned by Athena Pilates.
- Except as permitted by this clause, the Contracts (Rights of Third Parties) Act 1999 are excluded.
- Except where permitted by this agreement, neither party may alter the terms and conditions without the written agreement of the other party and no written or oral representation by either party will serve to modify or amend these terms and conditions in any way.
- This agreement shall be governed by English law and the English courts shall have exclusive jurisdiction to deal with any disputes arising in relation to it.