

“Member” reference any persons who have signed up to The Pilates Lab Ltd.

MEMBER TERMS AND CONDITIONS

1. MEMBERSHIP & TERMINATION

To become a “Member”, the Registration Form via booking app needs to be completed and submitted by a person and accepted by The Pilates Lab Ltd. By completing and submitting the Registration Form the User agrees to these Terms and Conditions. Acceptance of a person as a Member is in the absolute discretion of The Pilates Lab Ltd.

The Company reserves the right to expel a Member from the Studio, suspend for a specific period or refuse to renew the membership of any Member whose conduct is or may, in the Company’s reasonable opinion, be injurious to the character of the Studio or which amounts to a breach of the Terms and Conditions or where such expulsion is otherwise in the interests of the other Members of the Studio. Any Member expelled will forthwith cease to be a Member of the Studio and will not be entitled to any refund for any period during which their membership/ pre paid classes are suspended.

Members must be a minimum of 18 years of age.

Members are required to update their profiles with any change of contact email or literal address. Failing such notice, all communications will be assumed to have been received by the Member to the last contact email/address notified to The Pilates Lab Ltd.

By providing an email address to The Pilates Lab Ltd the Member consents to receive 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.

2. BOOKINGS

A Member may only book or reschedule sessions for themselves on the website or via third-party booking app.

Sessions are booked on a first-come first-served basis. A Member may use the waitlist facility online in the event that their first choice session is unavailable. If a Member joins the waitlist and a space becomes available, they will be text and it’s first to reply to secure the spot.

3. PAYMENT TERMS

Details of session prices are available on the website, via the third-party booking App and directly from the Studio and will be such prices as determined by The Pilates Lab Ltd.

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

Payments for sessions in any amount are non-refundable unless otherwise stated in the Terms and Conditions.

4. CANCELTION

The Pilates Lab Ltd has limited reformers within class which can fill quickly, consequently, we have a cancellation policy window which provides a fair opportunity for all clients to attend at a time suitable to them.

If the Member cancels the class ahead of our cancellation policy period stated under our FAQs, a class credit will be returned to your account.

If the Member cancels class in less than that of what our cancellation policy period states, a class credit will be forfeited.

Any Members who do not attend (and did not cancel their class) will incur an additional no-show fee outlined on our website.

The Pilates Lab Ltd private sessions are provided at the availability of our teachers. Given our teachers have set aside their time to provide private sessions, any changes to private appointments require a fair notice period of 24 hours for the trainer and The Pilates Lab Ltd via email. If there is less than a 24 hour notice the client will be charged the full fee of the class.

This is for any cancellation reason including those around day-to-day fluctuations but not limited to, sickness, injury, traffic, work/school event changes and transportation issues.

In the event of exceptional circumstances which can be defined as life threatening and scenarios where yourself/immediate family have been rushed to hospital, we will refund your class in totality or waive any late cancellation fees.

In the event that a class has to be cancelled by The Pilates Lab Ltd at short notice due to unforeseen circumstances you may be directed to an alternative class, the class may be rearranged or you will receive a refund of the class fee at our discretion. You are not entitled to claim for any costs you may have incurred in respect of attending a class that is subsequently cancelled at short notice.

5. CLASS COSTS, PACKS & MEMBERSHIPS

Intro Offer

Intro offer packs are limited to one per new Member. Intro offers are non-refundable, and non transferable to another Member. Intro offers will expire 1 month from your first class.

Drop-in, Class Packs, Private Group classes, Personal Training + Semi-Private sessions

1 Session: valid for 1 month from the date of purchase

5+ Sessions: valid for 3 months from the date of first use

Weekly/ Monthly Memberships

By starting any of our Membership options, you authorise The Pilates Lab Ltd to charge your card or take direct debit payment, agree to our Terms & Conditions, Cookie, and Privacy Policies.

The Membership includes a fixed number of group class credits for a Monthly fee. Billed from the date selected at purchase and each month thereafter.

Memberships cannot be paused, as credits can be carried over into the next billing cycle up to one cycle at a time.

Memberships can be cancelled if requested within 7 days of the contract start date if unused, and thereafter any time after the second renewal. This can be done via the Mومence app or emailing contact@thepilateslabstudio.com

If the Member cancels the class ahead of our cancellation policy period, a class credit will be returned to your account.

If the Member cancels class or is a no show in less than that of what our cancellation policy period states, a class credit will be forfeited for late cancellation and set fee for no show.

If a Member books an additional class (including automated bookings from a waitlist) outside of their class pack or monthly membership contract allocation, the Member authorises the Company to debit any credit or debit card provided by the Member for any outstanding fees without notice to the Member for these additional classes. You will be charged at the rate of one class session. All charges will be taken before class attendance.

Your membership or right to use our studio will automatically end after the agreed period that you have subscribed and paid for. The types of membership and how these start and end are detailed on the booking app when purchasing.

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.

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.

6. STUDIO OPENING TIMES & TIMETABLE AMENDS

Details of session times may vary from time to time. Session times will be published by the Company and will be available either at the Studio or on the website/ booking app.

The Company reserve the right to change trainers at any given time without notifying the Member. It will be reflected on the schedule as soon as possible.

7. FITNESS & HEALTH

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

It is the Member's sole responsibility to notify the Company before attending any session of any circumstances affecting their health which may be exacerbated through continued use of the Studio and/or which may have arisen or worsened since their last session (if any).

Members are advised not to undertake strenuous physical activity without first seeking medical advice if they have concerns over their physical condition and wellbeing. Members with low/high blood pressure and/or cardiac irregularities should not attend class. If there is any doubt, the Member should consult his doctor.

Members who are pregnant, or immediately following pregnancy, will be able to participate in the sessions, subject to the provisions set out in Clause 7 "Fitness & Health" & 8 "Pregnancy (Pre & Post Natal)". Members who are pregnant within their second and third trimester will only be allowed to

participate in any Pre-natal Pilates, Personal Training and Semi-Private sessions and must declare the pregnancy beforehand.

The Company reserves the right to refuse access to any Member if, at its absolute discretion, it considers that the health of the individual concerned may be endangered by the use of Studio facilities.

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

Members shall not be allowed to attend any session whilst under the influence of alcohol or drugs.

Members are not allowed to use any of the Studio's equipment unsupervised and outside the sessions.

Members who suffer an accident or injury on the Company's premises must report the accident or injury and the circumstances in which it occurred immediately following the accident or injury to a staff member at the studio.

In the event a Member attends regardless of the above regulations, this is entirely at their own risk.

8. PREGNANCY (PRE & POST NATAL)

If you are pregnant, congratulations! You are required to stick to classes which have been described as pre-natal friendly. Every pregnancy journey is different, and we ask that you consult your doctor before exercising and let our trainer know before the class begins. Full terms outlined.

Members may attend in-person group sessions from pregnancy until their second trimester. After the second trimester, they will be able to participate in pre-natal, Personal Training, and Semi-Private sessions only.

Members that participate in any exercise program, while pregnant or immediately following pregnancy, may increase the risk of injury to themselves and, if applicable, to their unborn child. Members hereby personally accept any and all risks associated with participating in exercise classes at the Studio.

Members who are pregnant, or immediately following pregnancy, understand that their level of participation in the exercise class and which exercise to perform must be determined by themselves, in consultation with their physician, and that the Studios and their teachers are not responsible for the intensity of their participation. Members shall undertake to stop all activity immediately if they feel any discomfort. Upon experiencing any discomfort at any time either during or after class, the member shall immediately contact their treating physician/GP/Midwife to inform them and seek advice.

Members who are pregnant, or immediately following pregnancy, understand that the teachers of the Studio are not physicians, nurses, or emergency medical technicians and that the teachers and the Studio, by making the exercise class available, are not undertaking any responsibility regarding the members' medical condition(s).

Members who are pregnant, or immediately following pregnancy, hereby release, indemnify and hold harmless to the Company, its respective directors, officers, parents, subsidiaries, affiliates, agents, and the teachers of the exercise classes, from any and all claims, demands, personal injuries, costs, or expenses (including legal fees) arising from or relating in any way to their or their child's (born or unborn) participation in the exercise classes, now or in the future, except in so far as permitted by law and unless caused by the negligence of the Studio.

Any information held by the Company regarding the health status of Members who are pregnant or immediately following pregnancy shall be treated as confidential and only be released in accordance with GDPR Regulation.

9. LIMITATION OF LIABILITY

We are not liable and the Member full accepts full responsibility personally for any and all injuries or damage which are sustained or aggravated in relation to our classes, activities and use of our studio facilities if you are participating in the same in breach of your obligations under the Terms, you have failed to disclose any medical condition or injury or relevant information to us, you have failed to take care of your own health and safety, or your death or personal injury arises merely as a consequence of you electing to participate in strenuous physical activity.

In those circumstances the Members agrees that we are not liable in any way to you, your successors in title, assigns or to your personal representatives for any losses arising from your personal injury or death and you agree to release, indemnify, and hold harmless The Pilates Lab and any employee, consultant, agent, sub-contractor, group company, franchisees, and each of their respective members, directors, employees and representatives and agents, and each of their respective successors and assigns and all others, from any and all responsibility, claims, actions, suits, procedures, costs, expenses, damages, and liabilities to the fullest extent allowed by law arising out of or in any way related to participation in The Pilates Lab classes or activities or The Pilates Lab studio facilities.

For the avoidance of doubt our total liability including liability in contract, tort (including negligence), breach of statutory duty or otherwise, arising out of or in connection with our agreement with you shall not under any circumstances exceed the price paid by you for our services in accordance with the Terms. Liability for consequential losses of any nature or corruption of software, data or information are all expressly excluded.

We will not under any circumstances have any responsibility or any liability in respect of any clothing or personal possessions or equipment or other items that you bring or leave on our premises and you are at all times personally responsible for them.

COVID-19 Assumption of risk. You accept The Pilates Lab Ltd cannot guarantee that you will not be exposed to COVID-19 (or other viruses such as colds/ influenza), including without limitation through touching and using exercise equipment, studio facilities, and/or amenities, participating in training and/or group fitness, and through direct and/or indirect interactions with other members, staff or individuals who may have COVID-19 or may have been exposed to COVID-19. By accessing our studio, you knowingly and voluntarily assume all risks, known or unknown, that are associated with any exposure to COVID-19. The Company assumes no liability for any COVID-19 related loss, damage, or injury except as cannot be excluded by law.

The Company cannot be held responsible for any particular session, teacher and/or item of Pilates equipment not being available for whatever reason. The Pilates Lab Ltd reserves the right to make alterations to the sessions, teachers and/or equipment, as well as to those ancillary facilities (e.g. toilets), 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.

10. USE OF FACILITIES

A Member is entitled to use the Company facilities provided. 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.

Members are allowed to use the Studio's property (including toiletries, hairdryers etc. where available) provided as a courtesy to its Members when attending sessions at the Studio only. The removal of any Studio's property from their premises may result in the termination of the Member's membership and legal action.

No photos or videos are allowed to be taken of the Studio, staff or other members without their prior consent and the consent of the Company.

Until further notice, children, dependents, or guests of a member taking class are not admitted to the studio unless as a paying member over 18 years of age.

You are advised that we play music at our classes and that this usually involves amplified sound.

11. PERSONAL BELONGINGS

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.

Mobiles phones are not permitted during a class and we have storage available. Please ensure phones are switched to silent.

12. DRESS

Members are requested to wear a clean and appropriate work-out wear appropriate to the practice of Pilates and The Company recommends that Members wear stretch pants or shorts and a T-shirt or sports top.

Members must attend sessions wearing socks.

Outside footwear to be removed in the reception area before entry to the studio or changing rooms.

13. SAFETY & HYGIENE

In the interests of safety and hygiene, no crockery, glass, or food is permitted in the changing rooms or studio. Only water is permitted in the Studio. Other than the exception of guide dogs, no pets are permitted in the Studio training spaces or changing areas and remain at the discretion of the Company.

Members must not walk around the Studio barefoot if they have Verruca or similar foot complaints.

Members must use the main entrance to the Studio when entering or leaving the Studio. In the event of a fire, Members are asked to make their way to the nearest available exit.

Smoking is forbidden in the Studio.

Members will receive an in-person induction to the Company's equipment in their first session. By agreeing to these Terms, Members confirm they understand how to use the equipment and shall, at all times, comply with their safety protocols. It may become difficult during a class for a Teacher to correct Members form and attend to all Members queries; therefore it is important that you read these Terms carefully and address all your queries and/or concerns prior to any class. Please note

that during the class, it may become difficult for you to hear the Teacher or for a Teacher to hear you due to the noise of music, equipment, and other Members in the Studio.

Safety is crucial, and therefore notwithstanding the Members warranties in relation to using the equipment safely and following instructions, our trained Teachers may, where possible, provide corrective touches during classes to ensure that Members are safe and maintain correct form. If it becomes apparent to a Teacher that you are unable to use the equipment correctly and/or are not following their instructions, the Studio reserves its rights, pursuant to clause 1 "Membership & Termination", to refuse you access.

Please respect your studio and put away all equipment at the end of a class. Using the antibacterial wipes provided to wipe down your own reformer and equipment. Be mindful of others exercising around you and storing any equipment safely.

From time to time the floor may become a little slippery from your sweat, during the class it is your responsibility to ensure you are aware of this and take full responsibility for your actions, taking all liability away from The Pilates Lab Ltd.

14. COPYRIGHT/ TRADEMARKING & CONFIDENTIALITY

Any marketing, educational or other materials of any nature whatsoever produced by The Pilates Lab Ltd 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 and Trademark.

You agree that you will not at any time disclose to any third party any confidential information concerning our business, affairs, customers, clients, suppliers, staff or other information which is either marked as confidential, you are told is confidential or you ought reasonably to know to be confidential.

You will not take photographs on our premises or during our classes unless with the express permission of a member of our staff.