

WEBSITE TERMS & CONDITIONS

1. USE OF THE WEBSITE

By using the Company's Website, the User accepts these Terms and Conditions in full.

The User must not use the Website in any way or take action to cause damage to the Website or impairment of the performance, availability and accessibility of the Website.

Please carefully read the following terms of service which govern the way in which The Pilates Lab Ltd provides goods and/or services both directly and/or through the website and mobile device application. These are the only Terms upon which The Pilates Lab Ltd operates. The Terms may be updated by The Pilates Lab Ltd from time to time. The most current Terms will always be available on our website.

2. INFORMATION ABOUT US

The Pilates Lab Ltd is a company registered in England and Wales under company no. 15141024 and our registered office is 1 Park Road, Hampton Wick, Kingston Upon Thames, England, KT1 4AS. The trading address is 354 Kingston Road Surrey, Epsom, Surrey KT19 0DT & 132 High Street, Epsom, Surrey KT19 8BT.

3. TERMS OF SERVICE

Please read these terms of service carefully before using the Site operated by The Pilates Lab Ltd ("the Pilates Lab", "us", "we", or "our"). These Terms set out the legally binding terms and conditions for your use of the Site and for your purchase of our goods and/or use of our services. By accessing or using the Site in any manner, including, but not limited to, visiting or browsing the Site or contributing content or other materials to the Site, using the 3rd party booking platform, becoming a member, booking classes or using any of our services you agree to be bound by these Terms.

If you wish to become a member of The Pilates Lab then you will be specifically required to indicate your acceptance of the Terms during the registration process and they will be incorporated into your agreement with us.

You are only authorised to become a Member, use our services or purchase goods from us if you agree to abide by these Terms as well as abiding by all of our rules and policies and procedures in place from time to time.

Please read the Terms carefully and save a copy of them. If you do not agree with them then you should leave the Site and discontinue use of The Pilates Lab Ltd services immediately.

4. OUR SERVICES

We offer class-based fitness services at our bespoke Reformer studio. Full details of our services, membership options, opening hours, class types and times, booking requirements and availability are available on the Site. Images that we show on the Site in respect of our goods and services are illustrative only and do not form part of our agreement with you. We aim to be as accurate as possible with all our descriptions, but classes may vary in content and physical activity, and we cannot guarantee that we will always have the same trainer available. You are advised that we play music at our classes and that this usually involves amplified sound.

Use of the Site, our memberships and classes are for over 18s only.

We will provide the studio facilities, equipment and staff always using reasonable care and skill and we will comply with all applicable laws and regulations. We will ensure that our staff are appropriately trained to provide our services.

5. MOBILE SERVICES

Some of our services may be available via your mobile device, including but not limited to;

- the ability to book and/or purchase our classes;
- the ability to receive and reply to our messages;
- the ability to browse the Site from your mobile device; and
- the ability to access certain features through the Momenca application which you have downloaded and installed on your mobile device (collectively referred to as the “mobile services”).

We do not charge for these mobile services. By using the mobile services you agree that we may communicate with you regarding The Pilates Lab and related matters by SMS, MMS, text message or other electronic means to your mobile device and that certain information about your usage of the mobile services may be communicated to us in the course of our interaction with you. Our full Privacy Notice is available to view on the Site.

6. YOUR OBLIGATIONS

In accordance with these Terms when becoming a member of The Pilates Lab Ltd, attending classes, events, activities, and other programs and using our studio facilities and equipment you undertake and warrant that you:

Are 18 or over.

Are fit and well and have no known medical (mental or physical) conditions, illnesses, pains or injuries, or take any prescription medication which might impact in any way upon your ability to participate in any class or activity or use of our facilities and equipment or which might endanger you or others.

Have not been advised by a medical adviser not to participate or to limit your participation in strenuous physical activity.

Will inform us immediately of any new injury, illness or other medical condition or any change in your general state of health and fitness.

Will notify us immediately if you become uncomfortable, suffer pain or feel unsafe during any class or activity.

Acknowledge the inherent risks and dangers in the strenuous nature of the workout program and acknowledge that you consent voluntarily to participate in a program of intense physical exercise.

Will be responsible for arranging your own sport injury insurance if you wish to have cover of this type in relation to engaging in intense physical activity of this nature.

Will only use equipment correctly, safely and as instructed.

Will only participate in any contact sport under the direct supervision of one of our trainers.

Are responsible for monitoring your own health and wellbeing during all classes and activities.

You acknowledge that The Pilates Lab recommends that you consult with your physician prior to commencing any class and immediately thereafter if you become unwell or suffer any physical injury.

We will take all reasonable precautions to avoid injuries at all times but you also acknowledge that some of these risks cannot be totally eliminated due to the nature of strenuous physical activity and that risks may vary with different types of physical activity. You are required at all times to look out for your own personal safety and that of others, comply with all health and safety laws and rules and regulations, follow your trainer and other staff members' instructions and to immediately report any concerns to a member of staff.

You agree that you will at all times comply with all of our rules and regulations, customary terms, posted safety signs, rules and verbal instructions given to you by trainers and other staff and it is a condition of participating in any class or activity and being permitted access to our studio facilities, that you do so.

You will at all times comply with our dress code, attend booked events in a timely manner, respect our studio and equipment and ensure that you are courteous to our staff. In the event that you are unable to attend a booked event you must give the advertised amount of notice of cancellation or pay the non-attendance fee in the sum published from time to time. You will not be admitted into a class or event after it has started except at the absolute discretion of the trainer as this may cause danger or disruption to others.

You agree to pay all membership fees and fees for classes or other events and activities immediately on demand and in the manner directed by us. We reserve the right to terminate your membership and/or exclude you from any class, activity of our premises if you are in breach of these Terms, any of our policies, rules and procedures of if you fail to follow the reasonable instructions of a member of our staff.

7. FEE'S AND PAYMENT TERMS

You acknowledge that The Pilates Lab charges fees for all of its services and we will publish these on the Site. We reserve the right to change our fee structure from time to time at our discretion and publish the changes on the Site.

Payment will be taken at the time of joining as a member or booking a class or activity and your attendance is subject to payment having been made in advance in cleared funds in accordance with our designated payment information, full details of which and a payment facility are available under our Member Terms.

Fees are payable for late cancellation and non-attendance and these are as published on the Site under Member terms. In the event that a class has to be cancelled by us 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.

If we terminate your membership because we believe that you have breached these Terms or any of our policies, rules or regulations, or you have failed to comply with the reasonable requests of a member of our staff then you will not be entitled to a refund of any unused portion of membership or other fees.

8. INTELLECTUAL PROPERTY

All the content including on the Website, including, but not limited to, text, graphic, logos, icons, images, sound, video clips, data compilations, page layout, underlying code and software is the property of the Company or other relevant third parties. By continuing to use the Website the User acknowledge that such material is protected by applicable English Law and International Intellectual Property law.

The User is not entitled to reproduce, copy, distribute, store or in any fashion re-use material from the Website unless given permission to do so by the Company.

9. LINKS TO THIRD PARTY'S WEBSITE

The Company's Website may include links to third-party websites in order to provide the User/Member with useful information, however, the Company will not be responsible for any content of such websites and pages, or for anything provided by such third party website.

10. WARRANTIES

The Company does not warrant or represent the completeness or accuracy of the information published on their Website and or that the material on their Website is up to date.

The Company reserves the right to discontinue or alter any or all of their Website at any time in their sole discretion without notice or explanation, and save to the extent expressly provided otherwise in these Terms and Conditions, the User will not be entitled to any compensation or other payment upon the discontinuance or alteration of the Website.

11. DATA PROTECTION

We are a Data Controller as defined in the Data Protection Act 2018 and the General Data Protection Regulations and we will comply with all of the applicable laws in relation to the handling of your personal data. We have in place appropriate technical and organisational measures which will protect you against unauthorised or unlawful processing or accidental loss, damage or destruction of your personal data.

Your attention is drawn to the separate Privacy Policy <https://www.thepilateslabstudio.com/privacy-policy> which sets out in detail how we will handle personal data.

12. LIABILITY

We are not liable and you accept full responsibility personally for any and all injuries or damage which are sustained or aggravated by you 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 you agree 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.

13. FORCE MAJEURE

In the event that we are unable to open up our studio or supply any goods or services due to an event outside of our control then we will take all reasonable steps to contact you and advise you as soon as possible and seek to minimise any such disruption or delay. We cannot be held responsible for events outside of our control. We will seek to resume our normal business and services as soon as possible but if the delay or disruption is likely to be ongoing then we reserve the right at our discretion to bring our agreement with you to an end and to provide you with a refund for any future services that you have paid for and which we are aware we will be unable to provide.

14. DISPUTE RESOLUTION

Generally, if a dispute arises between The Pilates Lab and you, our goal is to provide you with a neutral means of resolving the dispute quickly. Accordingly, you and we both agree to use your best endeavours to try to resolve any issues of any nature that may arise in writing before resorting to bringing a claim or taking any other form of legal action. We strongly encourage you to first contact us directly to seek a resolution in respect of any issue. We will consider all reasonable requests and seek to resolve the matter swiftly. If we cannot reach agreement with you then we propose that we then seek to resolve the dispute through mediation as an alternative to litigation.

This agreement shall be governed and construed in accordance with the laws of England and Wales and if matters cannot be resolved directly or through mediation, the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

15. MISCELLANEOUS MATTERS

If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms which shall remain in full force and effect.

No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and The Pilates Lab's delay or failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

The Pilates Lab reserves the right to amend these Terms from time to time and to publish any such changes on the Site. You are advised to check the Site on a regular basis for any such changes to the Terms.