

[PILATES][AND/OR YOGA]  
(SMALL GROUP OR INDIVIDUAL)  
[TUITION BY <<INSERT NAME OF INSTRUCTOR>>]

TERMS AND CONDITIONS  
PER SESSION/PACKAGE BOOKINGS)  
[NAME OF INSTRUCTOR OR STUDIO]>>]

## BACKGROUND:

These Terms and Conditions are to be read in conjunction with the following, which shall apply:

- A. to provision of any Service (as defined in Clause 1 below) to clients by the Teacher, namely <<Insert Name of Teacher>> of <<Address>>]; and
- B. where the client is a "Consumer" as defined by the Consumer Rights Act 2015.

## 1. Definitions and Interpretation

In these Terms and Conditions, unless otherwise requires, the following expressions have the following meanings:

**"Business"**

any business, trade, craft, or profession carried on by You or any other person;

**"Consumer"**

any person who is a "consumer" as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual client of the Teacher who receives or uses Services for the purposes of use and for purposes wholly or partly for the purposes of any Business;

**"Data Protection Legislation"**

the Data Protection Act 1998 and the General Data Protection Regulation (GDPR) (EU) 2016/679) as amended or otherwise from time to time;

**"Our premises"**

the premises at which We hold Sessions (as defined in Clause 1.17) at the same address as above] OR <<Insert Name of Teacher or Studio>>], but in Clause 3.17 it shall mean "our premises" as defined in the

**"Price List"**

the current price list for all of the Services (as defined in Clause 1.17). The list of Services and their prices shall be made available to Us at Our Premises or <<Insert Name of Website>>;

**“Registration Form”**

**“Regulations”**

**[Series”**

**“Services”**

**“Session”**

**“Teacher/We/Us/Our”**

**“Terms and Conditions”**

**“You/Your”**

## **2. Registration**

- 2.1 Only if You register by completing the Registration Form and agreeing in that Form to these Terms and Conditions, and You orally or in writing confirm to Us that You agree to these Terms and Conditions, may You then book and attend any Session. (See below as to booking and attending Sessions).
- 2.2 The details that You provide in the Registration Form must be complete and correct, and You must confirm to Us the confirmation of the matters referred to in the definition of “Registration Form” in Clause 1 above.
- 2.3 Upon Our confirmation of Your registration, there will be a contract between Us and You in relation to the Sessions booked.

## **3. Booking and Cancellation**

- 3.1 You must be 18 or over to book and attend any Session.

education and registration form that includes Your personal information which includes Your name, address, contact details, (a) You are <<Insert Age E.g. 30>> (b) you are a “Consumer” (c) You agree to these Terms and Conditions, including fitness, health and safety regulations 6 and 7;

Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

of Sessions booked as a package deal, where We and You at the time of booking agree that you pay for all of those Sessions, and you agree all of the times and dates of those Sessions];

all Sessions at which We provide [yoga] training, teaching, instruction, services, and equipment which are provided in connection with such Sessions;

or session of [yoga] [pilates] for an individual [and not][or] [as part of a group] taking place at a time and on a date specified in the Registration Form;

Name of Teacher>> whose place of residence and contact address is the same as the place of residence and contact address of the individual who is Our client.

Terms and Conditions, and “Clause” means a Clause of these Terms and Conditions.

individual who is Our client.

completing the Registration Form and agreeing to these Terms and Conditions), and We then confirm to You that Your registration, may You then book and attend any Session, whether or not to accept Your registration, at Our discretion. (See below as to booking and attending Sessions).

in the Registration Form must be complete and correct, and You must confirm to Us the confirmation of the matters referred to in the definition of “Registration Form” in Clause 1 above.

Upon Your Registration Form, there will be a contract between Us and You in relation to the Sessions booked.

## **Consumer Rights**

You must be 18 or over to book and attend any Session.

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- if You give Us at least <<Insert cancellation. If You do so We will ce for it unless when You cancel session instead and We accept that was part of a Series, [We will not ll refund You for that Session an es divided by the total number of it under this sub-Clause 3.10 for a 6 Months>> period after the date

- 3.11 If You do not give notice of cancellation in the same Period, E.g. 24 Hours, as in Clause 3.10>> prior to the start of a Session, We will be entitled to charge You for any Session that We suffer due to that Session, and We shall refund to You the full price paid for that Session. If that Session was part of a Series, the sum paid for the Series divided by the total number of Sessions.
- 3.12 If, due to exceptional circumstances, including, but not limited to, illness, accidents and bereavement, You are unable to attend a Session without giving Us at least <<Insert Same Period>> prior notice, We will consider the circumstances and whether to waive any charge for late cancellation that would otherwise apply under sub-Clauses 3.9 and 3.11.
- 3.13 We may cancel a Session at any time before the time and date of that Session for the following reasons:
- 3.13.1 [If You booked a group Session, and any required minimum number of people for that Session have not booked for that Session]; or
  - 3.13.2 The Teacher [or required teacher] and/or required equipment for the Session are not available; or
  - 3.13.3 An event of force majeure as defined in paragraph 8 below occurs and continues for more than 7 days; or
  - 3.13.4 We find that the Session is not a "Consumer" (as defined in Clause 1.1).
- If We cancel a Session, We will refund to You in full the payment that You made for that Session [unless it was part of a Series].
- [Where it was part of a Series, We will make a refund but You may rebook the cancelled Session falling within the <<Insert Same Period>> period after the date when You booked the Series, or, if at any time before or after You rebooked, less than [2][3][4] weeks after the date of the cancelled Session the one off price shown in Our Price List.]
- 3.14 We will use all reasonable endeavours to start the Session You have booked at its scheduled start time. If a delay to the start is at least <<Insert Time Period>>, if at any time before or after You arrive for a Session, there will be a delay of at least that time, You may cancel the Session and We will refund to You in full the payment that You have made for that Session [unless it was paid for as part of a Series in which case see paragraph of sub-Clause 3.13 (as to rebooking or refunding under this sub-Clause 3.14)].
- 3.15 Sessions, teachers, equipment and venues are subject to change from time to time but We will try to give You prior notice as possible of any such changes.
- 3.16 We reserve the right to cancel a Session if Your conduct is in Our

reasonable opinion  
harmful to the Teach  
Terms and Condition  
otherwise in the inte  
entitled to any ref  
expulsion.. Any Ses  
attended will then b  
to a refund for any  
[and in the case of  
be attended as at t  
for the number of S  
Sessions in the Ser

- 3.17 Where the contract Regulations give You be in addition to the 3. You may for any after We accept that date which is before requested Us to pro so, You may not ca for them in accorda Session(s) [which booking. If You req in any way conven 3.17, and You have will refund the paym less the amount du provided. [For this Series, then You m 14 day period, and Series price amount

#### 4. Fees and Payment

- 4.1 You must pay in ad and correctly provid  
4.2 You may pay Us fo  
4.2.1 <<Insert Me  
4.2.2 <<Insert Me  
4.2.3 <<Insert Me  
4.2.4 <<Insert Ad  
4.3 We may alter Our increases between Session, the price i  
4.4 All prices of Service

#### 5. Eligibility to Attend a Ses

- 5.1 We only make Ser

may be in Our reasonable opinion amounts to Your breach of these sonable opinion such expulsion is s. If We expel You, You will not be started but not completed due to off or part of a Series)] but not yet ed by Us. You will then be entitled d that You have not yet attended, ion/s in the Series has/have yet to u will then be entitled to a refund ed pro rata to the total number of

not made on Our premises, the his sub-Clause 3.17, and they will ne above provisions of this Clause Session during the 14 day period king includes any Session(s) on a period, and if You have expressly ) in that 14 day period and We do sted Session(s) and You must pay d You may only cancel any other part of a Series] covered by that e cancelled, You must confirm this cel as allowed by this Sub-clause ment(s) to Us for the booking, We lays of receiving Your cancellation er by that booking that We have e or more Sessions are part of a s booked for any date(s) after that such cancelled Session the total ber of Sessions in the Series].

e List for all Services that We fully

e following methods:

- <<Insert Method or By Phone>>;  
<<Insert Method at Our Premises>>;  
<<Insert Method Redeemed at Our Premises>>; or

e, but if the price of any Services ok a Session and the date of the You for the Session on that date.

are inclusive of VAT.

consumer" (as defined in Clause 1

above), and Your a confirmation that Yo by You to receive a a “Consumer”, We forthwith by giving to receive any furth paid for Sessions a such Sessions, We the refund will be f rata to the total num

- 5.2 We will not provide E.g. 18>> or over. V

## 6. Fitness, Health and Safety

- 6.1 You acknowledge t that You voluntarily Teacher [and any c is an inherent risk o any exercise progra
- 6.2 Certain Services m medical, health or fi
- 6.3 You must ensure th that You book, and health, physical cor
- 6.4 If You have any o appropriate medica professional medica necessary] before any other teacher in and is not a substit
- 6.5 You agree that wh attend any Session fitness problems (i bone, joint, tendon breathing difficulty; participation in any
- 6.6 When You request attend any Session
- 6.6.1 We advise relating to aware, and which migh
- 6.6.2 You must t
- 6.6.2.1 of m Se
- 6.6.2.2 of wo
- 6.6.2.3 if

th Us will be deemed to be Your in connection with any request(s) at any time We find that you are not to You cancel Your registration e and You will not then be entitled me of such cancellation You have ave not yet attended one or more se Sessions not yet attended and ns in the Series not attended pro eries].

unless You are aged <<Insert Age of Your age for that purpose.

physically strenuous and You agree with full knowledge that even if the the Session] is not negligent there s arising from Your participation in equipment.

if You have special needs, or any on.

ough to participate in any Session responsible for Your own state of

ness or health, You should seek Physiotherapist or other relevant obtain their written consent where vice provided by the Teacher [or no time constitutes medical advice y a medical professional.

er, and also when You book and mation that You have no health or d to cardiac irregularities; spinal, ells of dizziness; asthma or other her allergy) which may affect your

and [at least 48 hours] before You

special physical needs, any issue physical limitations of which You are n or on-going medical treatment, ity to be undertaken at a Session.

r are taking any medication which o undertake any activities at a oment or facilities provided by Us.

ecting Your health which may be at a Session; and

so whether You are in the first 3

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6.6.3 We will discuss any matter that You tell Us, and inform You if We do so for booking because of that medical, health or fitness related. If We do accept Your booking, You must follow any instructions provided by Us relating to that matter.

6.7 If You do not tell Us or 6.6 that We then that or any other Sessions (or part of them) as make a charge to You or before which We [If such a Session Sessions in the Series remaining Sessions by the total number of Sessions].

6.8 You must not attend under the influence of alcohol or illegal drugs or immediately before or after a Session.

6.9 You should arrive at least 10 minutes before any warm up, to allow for a prompt start. If You know You are going to be late, You should contact Us to tell Us as soon as You can. If You arrive later than a Session start time, any warm-up for that Session has begun, We will not be responsible for health and safety reasons.

6.10 You should not attend at Our premises or facilities until the Teacher [or another suitably qualified person] has instructed You in the correct use of the equipment.

6.11 You may only use the equipment provided by Us in the correct manner and must not use it in a way which is a health and safety risk either to You or others.

## 7. Our Rules

7.1 We do not permit You to:

7.1.1 smoke anywhere on Our premises;

7.1.2 [make or receive any phone calls [during a Session] OR [at Our premises]]. We will be switched to silent mode during a Session;]

7.1.3 bring to Our premises any person under the age of <<Insert Age E.g. 10>> or, unless invited by Us, any person not invited by Us;

7.1.4 bring any animal to Our premises with the exception of guide dogs. If You require a dog, You should inform Us of that when You register.

7.1.5 bring any drugs, alcohol or glassware into any part of Our premises unless you have given consent when You make the booking. Please note that We do provide cold drinking water.

any matter that You tell Us, and inform You if We do so for booking because of that medical, health or fitness related. If We do accept Your booking, You must follow any instructions provided by Us relating to that matter.

anything referred to in sub-Clause 6.5 or 6.6 that We then that or any other Sessions (or part of them) as make a charge to You or before which We [If such a Session Sessions in the Series remaining Sessions by the total number of Sessions].

under the influence of alcohol or illegal drugs or immediately before or after a Session.

to the start time of a Session, and at least 10 minutes before any warm up, to allow for a prompt start. If You know You are going to be late, You should contact Us to tell Us as soon as You can. If You arrive later than a Session start time, any warm-up for that Session has begun, We will not be responsible for health and safety reasons.

nt or facilities until the Teacher [or another suitably qualified person] has instructed You in the correct use of the equipment.

ties provided by Us in the correct manner which is a health and safety risk either to You or others.

s [during a Session] OR [at Our premises]]. We will be switched to silent mode during a Session;]

under the age of <<Insert Age E.g. 10>> or, unless invited by Us, any person not invited by Us;

with the exception of guide dogs. If You require a dog, You should inform Us of that when You register.

d or glassware into any part of Our premises unless you have given consent when You make the booking. Please note that We do provide cold drinking water.

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|--------------------------------|--|
| <b>Limitation of Liability</b> |  |
| 9.1                            | We will be responsible for any loss or damage that You may suffer as a result of Our negligence or as a result of Our negligence if it is an obvious consequence of Our negligence or if it is contemplated by You and Us when Our contract was made. We will not be responsible for any loss or damage that |
| 9.2                            | We provide or sell equipment, clothing or other goods solely for Your personal and private use/purposes. [We do not make any representation that any equipment, clothing or other goods we sell to You are fit for commercial,   |



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business, industrial  
resale).] We will not be  
responsible for any  
interruption to business

for any loss of profit, loss of business,  
loss of business opportunity.

9.3 The Teacher [and  
[pilates][yoga] teacher]  
Sessions assigned to  
advice and is not a

ers] is appropriately qualified as a  
to conduct [all Sessions] OR [the  
service does not include any medical  
provided by a medical professional.

9.4 If You bring any personal  
to keep them safe and  
will be at Your own risk.  
deliberate or negligent  
responsible for any loss or  
any other client or visitor  
in any place at Our  
You not to bring any

Our premises, We do not undertake  
liability for them. Their loss or damage  
such loss or damage is due to any  
[or other teachers]. We will not be  
responsible for personal belongings caused by  
You where You leave or store them  
Clause 7.4. We therefore advise  
Our premises.

9.5 Nothing in these Terms  
Our liability for death or  
that of Our employees or  
misrepresentation.

intended to or will exclude or limit  
liability caused by Our negligence (including  
contractors) or for fraud or fraudulent

9.6 Furthermore, if you  
2015, or a consumer  
legislation, nothing in  
exclude, limit, prejudice  
You, or Your rights

defined by the Consumer Rights Act  
of any other consumer protection  
Conditions is intended to or will  
any of Our duties or obligations to  
liability to You, under:

9.6.1 the Consumer

9.6.2 the Regulation

9.6.3 the Consumer

9.6.4 any other con

as that legislation is

For more details of  
Advice Bureau or T

or  
ation  
me.  
Please refer to Your local Citizens'

## 10. Changes to Terms and Conditions

We may from time to time  
notice, but We will use Our  
reasonably possible of any

and Conditions without giving You  
ours to inform You as soon as is

## 11. How We Use Your Personal Data

11.1 In so far as the Service  
processing any data  
not limited to, Your  
consent and in accordance  
You from time to time  
and Your rights under  
Conditions.

protection)  
storing, using, or holding or otherwise  
which is personal data (including, but  
shall only do so with Your express  
instructions reasonably given by  
of the Data Protection Legislation  
Legislation and these Terms and

11.2 We may use Your personal

as follows:

11.2.1 to administer the Services to You;

11.2.2 to process Your bookings;

11.2.3 in certain circumstances (e.g. on credit), to pass on to third parties information about You, which is bound by the same obligations as Your personal information.

We will not pass on Your personal information to any other third parties without first obtaining Your consent.

for You and to offer or provide

es; and

For example, You wish to pay for Services on credit, We may pass Your personal information to third parties. These agencies are also bound by the same obligations as Your personal information and should use and hold Your personal information accordingly.

information to any other third parties without first obtaining Your consent.

## 12. Regulations

We are required by the Regulations to make available to You as part of the Services before We accept Your request for the information is already available to You. We will make it available to You as part of the booking. All of that information will be part of the terms of Our contract with You.

at certain information is given or made available to You as part of the Services before We accept Your request for the information is already available to You. We will make it available to You as part of the booking. All of that information will be part of the terms of Our contract with You.

## 13. Information

As required by the Regulations:

13.1 all of the information which We are required to provide to You;

13.2 any other information which We are required to provide to You. You take into account the information when making any other decision.

and

You about any Services or Us which We are required to provide to You. You take into account the information when making any other decision.

will be part of the terms of Our contract with You.

a Consumer.

## 14. Complaints

We always welcome feedback and will make reasonable endeavours to resolve any complaint as quickly as possible. If You have any complaint about the Teacher [or any other person] at Our premises [or <<Insert Location>>], please contact Us by email or post.

and, whilst We always use all reasonable endeavours to resolve any complaint as quickly as possible, You if You have any cause for complaint about the Services or any other complaint, please contact Us by email or post.

## 15. No Waiver

No failure or delay by Us in exercising any rights under these Terms and Conditions means that We will waive any subsequent breach of any provision of these Terms and Conditions.

any rights under these Terms and Conditions means that We will waive any subsequent breach of any provision of these Terms and Conditions.

## 16. Severance

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable, the validity of the other provisions of these Terms and Conditions shall not be affected.

held by any competent authority to be invalid or unenforceable, the validity of the other provisions of these Terms and Conditions shall not be affected.

be affected.

## 17. Law and Jurisdiction

- 17.1 These Terms and Conditions and the relationship between you and Us (whether or not you are a consumer) shall be governed by, and construed in accordance with, the law of [England & Wales] [Northern Ireland] [Scotland].
- 17.2 As a consumer, you acknowledge that the mandatory provisions of the law in your country of residence may be different from those in Clause 17.1 above takes away or restricts those provisions.
- 17.3 Any dispute, controversy or claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether or not you are a consumer) shall be subject to the jurisdiction of the courts of England and Wales, Scotland or Northern Ireland, as determined by your residency.

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