

TERMS AND CONDITIONS FOR FITNESS CLASSES
(GROUPS ONLY: PER CLASS BOOKING ONLY – NO PACKAGE BOOKING
PROVIDER: N21MICHELLE.FITNESS

BACKGROUND:

These Terms and Conditions are the standard terms which apply:

A. to provision of any Fitness Class (as defined in Clause 1 below) by N21Michelle.Fitness of
94 The Chine, Grange Park, N21 2EH

B. where the customer is a “Consumer” as defined by the Consumer Rights Act 2015.

1. Definitions and Interpretation

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

“ Business ”	means any business, trade, craft, or profession carried on by You or any other person/organisation;
“ Consumer ”	means a “consumer” as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual who receives or uses services from Us consisting of one or more Fitness Classes for the individual’s personal use and for purposes wholly or mainly outside the purposes of any Business;
“ Fitness Class ”	means any group session at which We provide or lead any physical exercise class, including any teaching, instruction, or training and all facilities, services, equipment, and other goods and materials which we provide/use in connection with any such Fitness Class;
“ Our premises ”	means the premises at which We hold Fitness Classes which is the same address as above but in Clause 3.18 it means “business premises” as defined in the Regulations;
“ Price List ”	means Our standard price list for all Fitness Classes which We offer. The list of Fitness Classes and their prices is available from the Website;
“ Registration Form ”	means the registration form that We provide to You for You to apply to register;
“ Regulations ”	means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;
“ We/Us/Our ”	means N21Michelle.Fitness whose place of business and contact address is the same address as above;
“ You/Your ”	means an individual to whom We agree to provide any Fitness Class.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 “these Terms and Conditions” is a reference to these Terms and Conditions; and

1.2.2 a Clause or such Clause is a reference to a Clause of these Terms and

1.2.2 a Clause or sub-Clause is a reference to a Clause of these Terms and Conditions;

1.3 The headings used in these Terms and Conditions are for convenience only and shall not affect the interpretation of these Terms and Conditions;

1.4 Words signifying the singular number shall include the plural and vice versa; and

1.5 References to any gender shall include the other gender.

2. Registration Form

2.1 In order to attend any Fitness Class You first have to register with Us and You may do so by completing the Registration Form and agreeing in that Form to these Terms and Conditions.

2.2 The details that You provide and confirm in the Registration Form must be complete and correct, and that You agree to these Terms and Conditions, including but not limited to the fitness, health and safety matters and the rules set out in Clauses 6 and 7 of these Terms and Conditions.

2.3 You may book and attend a Fitness Class only once We have accepted Your Registration Form. Acceptance of that application to register means that We agree that You may then book a Fitness Class. Our decision whether or not to accept Your application to register is in Our absolute discretion.

2.4 Upon Our acceptance of Your Registration Form and confirmation that We accept Your application to register there will be a contract between You and Us on these Terms and Conditions.

3. Booking and Cancellation of Fitness Classes, Expulsion, and Consumer Rights

3.1 You must be 18 or over and a "Consumer" to book and attend any Fitness Class or there must be written consent from a Parent / Guardian, allowing You to participate.

3.2 A Fitness Class and Your place in that Fitness Class is subject to availability. No priority is given, and places in a Fitness Class are allocated on a first-come-first-served basis, unless You have purchased a Package.

3.3 Each Fitness Class requires 2 or more people to book it for it to take place unless it is available as, and specifically booked as, a small Fitness Class for You and however many has been agreed.

3.4 You may book a Fitness Class in person, by email or by phone.

3.5 We will only provide a Fitness Class to You if You have pre-booked and paid for it except where, as follows, You are allowed to participate in it on a "drop in" or "wait list" basis and have paid for it. If it is already fully booked when you request a booking, We can add You to a wait list for it. We may then be able to offer You the opportunity to book, pay for and participate in the Fitness Class if a wait list space for it becomes available due to another person cancelling a booking. If We tell You of such an opportunity by phoning You after We have placed You on a wait list.

3.6 When you book and pay for any Fitness Class You must book (or, as set out in sub-Clause 3.10 below, rebook to replace any booked Fitness Class cancelled) for a date which is no more than three months after the date when You make and pay for that booking or rebooking. A Fitness Class not booked (or rebooked) and taken within that period will be lost and, unless You cancel it and are entitled to a refund under these Terms and Conditions in that case, We will not refund any payment You have made for it.

3.7 Your request for a booking for a Fitness Class will be an offer, but whether We accept any booking will be for Us to decide in Our discretion. Only if and when We tell You that We accept Your request to book a particular Fitness Class and You have paid for it, will there be a binding contract between You and Us for that Fitness Class.

3.8 When You book any Fitness Class, We will require You to pay Us in advance for it, and We will be entitled to keep some or all of that payment as set out in

sub-Clause 3.11 below if You later cancel the Fitness Class without giving Us prior notice of at least 24 hours.

3.9 We may treat a Fitness Class that You have booked as cancelled by You without notice to Us if You arrive after the start of the Fitness Class or You do not attend any of the Fitness Class. We may then (but We are not obliged to) give Your place in the Fitness Class that You cancelled to any “wait-list” customer. We may decide to make a charge to You for that cancelled Fitness Class, and sub-Clause 3.11 below will apply.

3.10 You may cancel a Fitness Class without charge if You give Us at least 24 hours prior notice of the cancellation, and if You do so We will refund to You any sum You paid in advance unless when You cancel You ask to rebook for a later, substitute, Fitness Class instead and We accept that substitute booking.

3.11 If You do not give Us at least 24 hours prior notice of cancellation of a Fitness Class, We will be entitled to charge You for any net financial loss up to the full price of that Fitness Class that We suffer due to Your cancellation. We will be entitled to deduct that charge from any sum You paid in advance for that Fitness Class, and We shall refund any balance to You.

3.12 If, due to exceptional circumstances including, but not limited to, illness, accidents and bereavement, You cancel a Fitness Class without giving Us at least 24 hours prior notice, We will consider the circumstances and in Our discretion decide whether to waive any charge for late cancellation that We are entitled to make under sub-Clauses 3.9 or 3.11.

3.13 We may cancel a Fitness Class booked by You at any time before the time and date of that Fitness Class in the following circumstances:

3.13.1 The required minimum number of people for the Fitness Class have not booked for that Fitness Class; or

3.13.2 The required instructor necessary for the Fitness Class is not available; or

3.13.3 We find that you are not a “Consumer” (as defined in Clause 1 above).

If We cancel a Fitness Class in such circumstances We will refund to You in full the payment that You have made to Us for that Fitness Class.

3.14 We will use all reasonable endeavours to start the Fitness Class that You have booked at its scheduled start time, but the start may be delayed by overrun of a previous Fitness Class or by other circumstances. If a delay to the start is at least 20 minutes, or, if at any time before or after You arrive for a Fitness Class We notify You that there will be a delay of at least that time, You may cancel the Fitness Class and We will refund to You in full the payment that You have made to Us for that Fitness Class.

3.15 Fitness Classes and prices are subject to change from time to time but We will try to give You as much prior notice as possible of any such changes.

3.16 We reserve the right to expel You from any Fitness Class if Your conduct is in Our reasonable opinion unacceptable, or is or may be in Our reasonable opinion, harmful to Our reputation, or if it amounts to Your breach of these Terms and Conditions, or where in Our reasonable opinion such expulsion is otherwise in the interests of others who are in that Fitness Class or who are in any other Fitness Class being held then or to be held subsequently. You will not be entitled to any refund for a Fitness Class started but not completed due to such expulsion.

3.17 Where the contract We make with You is not made on Our premises, the Regulations give You the rights set out in this sub-Clause 3.17, and they will be in addition to the rights given to You by the above provisions of this Clause 3. You may for any reason cancel a booked Fitness Class during the 14 day period after We accept that booking, but if the booking includes any Fitness Class on a date which is before the end of that 14 day period, and if You have expressly requested Us to provide any such Fitness Class in that 14 day period and We do so, You may not cancel that requested Fitness Class and You must pay for it in accordance with Clause 4, and You may only cancel any other Fitness Class covered by that booking. If You request that Your booking be cancelled You must confirm this in any way convenient to You. If You

be cancelled, You must confirm this in any way convenient to You. If You cancel as allowed by this Sub-clause 3.17, and You have already made any payment(s) to Us for the booking, We will refund the payment(s) to You within 14 days of receiving Your cancellation less the amount due for the Fitness Class(es) covered by that booking that We have provided.

4. Fees and Payment

- 4.1 You must pay in accordance with Our Price List for all Fitness Classes that We fully and correctly provide to You.
- 4.2 You may pay Us for Fitness Classes using any of the following methods
 - 4.2.1 Cash; or
 - 4.2.2 Bank transfer;
- 4.3 We may alter Our prices without prior notice, but if the price of any Fitness Class increases between the time when You book it and the date of the Fitness Class, the price increase will not apply to You for the Fitness Class on that date.
- 4.4 All prices of Fitness Classes shown in the Price List are inclusive of VAT.

5. Eligibility to take a Fitness Class

- 5.1 We only make any Fitness Class available to a “Consumer” (as defined in Clause 1 above), and Your completion of a Registration Form will be deemed to be Your confirmation that You will be a “Consumer” in connection with any request(s) by You to attend any Fitness Class. If at any time We find that you are not a “Consumer”, We may without liability to You cancel Your registration forthwith by giving You a cancellation notice and You will not then be entitled to attend any further Fitness Classes.
- 5.2 We will not accept Your application to register or make any Fitness Class available to You unless You are aged 18 or over or there is permission / consent from a Parent / Guardian. We may require evidence of Your age for that purpose.

6. Fitness, Health and Safety

- 6.1 You acknowledge that certain Fitness Classes may be physically strenuous and You agree that You voluntarily participate in such Fitness Classes with full knowledge that even if We and the relevant instructor is not negligent there is a risk of personal injury or illness arising from Your participation in such a Fitness Class.
- 6.2 Certain Fitness Classes may be unsuitable for You if You have special needs, or any medical, health or fitness problem or condition.
- 6.3 You must ensure that you are fit and well enough to participate in any Fitness Class that You book, and You will at all times be responsible for Your own state of health, physical condition and wellbeing.
- 6.4 If You have any concerns about Your fitness or health, You should seek appropriate medical advice from a relevant professional medical or other adviser before attending a Fitness Class. We cannot and do not provide any such advice.
- 6.5 You agree that when You register, book or attend any Fitness Class, you are confirming that You have no health or fitness problems which may affect your participation in any Fitness Class unless declared in the Registration Form.
- 6.6 When You request a booking for a Fitness Class and at least 48 hours before You attend any Fitness Class, if You tell Us at that time about any medical, health or fitness issue or special need, We will discuss it with You, and inform You if We decide not to accept Your booking because of that issue or special need. If We do accept Your booking, You must act in accordance with any instructions provided by Us relating to the issue or need.

6.7 You must not attend any Fitness Class when under the influence of alcohol or

- 6.7 You must not attend any Fitness Class when under the influence of alcohol or illegal drugs.
- 6.8 You should try to arrive at least 5 minutes prior to the start time of a Fitness Class and before any warm up involved in that Fitness Class, to allow for a prompt start. If You know You are going to be late for a Fitness Class, You should contact Us to tell Us as soon as You can before the Fitness Class start time. If You arrive later than a Fitness Class start time and You arrive after any warm-up for that Fitness Class has begun, We may not permit You to participate in the Fitness Class for health and safety reasons.

7. Rules

- 7.1 We do not permit You to:
- 7.1.1 smoke anywhere on Our premises;
 - 7.1.2 bring to Our premises any child/ren under the age of 10 unless prior arranged as We do not have anyone to supervise them.
 - 7.1.3 bring any animals into Our premises unless prior arranged with the exception of guide dogs. If You require the use of a guide dog, You should inform Us of that when You register;
- 7.2 If a Fitness Class requires specific footwear, details of the Fitness Class will specify those requirements and You must provide them for Yourself. Sensible clothing suitable for the Fitness Class should be worn. Loosely swinging or sharp jewelry should be removed before a Fitness Class. If You do not comply with any of these dress requirements, We may not allow You to participate in the Fitness Class.
- 7.3 If you travel to a fitness class by car please park with consideration for the neighbours, in particular without blocking any driveway.

8. How We Use Your Personal Information (Data Protection)

We will not share your Personal information.

9. Feedback

We always welcome feedback from You and, whilst We always use all reasonable endeavours to ensure that Your experience as Our customer is a positive one, We nevertheless want to hear from You if You have any feedback. If You have any feedback about Our Fitness Classes please contacted Us by phone, email or in person.