

TERMS & CONDITIONS

1. INTERPRETATION AND VARIATION

1.1 In the Terms and Conditions the following definitions apply:

"Company" means FEELGOOD FITNESS.

"Member means any person that has completed and submitted the PAR-Q form (the "Registration Form") supplied in person or by FEELGOOD FITNESS website, www.feelgoodfitness.org and which registration has been accepted by the Company.

"Group" means the participant or venue of FEELGOOD FITNESS.

"Terms and Conditions" means these terms and conditions.

1.2 References in the Terms and Conditions to the singular will include the plural and vice versa and references to the masculine gender will include references to the feminine gender.

1.3 The Terms and Conditions are incorporated into the Registration Form.

1.4 The Company reserves the right to vary and revoke the Terms and Conditions from time to time which variation it may consider necessary or desirable for the regulation of the affairs of the Company and the conduct of Members. Any such changes will be notified to Members and, until revoked, are and will be binding on Members.

1.5 The Terms and Conditions will be governed by the laws of England and subject to the exclusive jurisdiction of the English courts.

2. MEMBERSHIP

2.1 Subject to condition 2.2, when a person has completed the Registration Form the will become a member of the group.

2.2 Acceptance of a person as a Member is in the absolute discretion of the Company.

2.3 The Company reserves the right to expel from the service, 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 Group 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 Group. Any Member so expelled will forthwith cease to be a Member of the Group and will not be entitled to any refund for any period during which his membership is suspended.

2.4 If a Member brings a guest to the Group for a session that guest must before the commencement of the relevant session become a Member in accordance with and subject to the Terms and Conditions.

3. Operation OPENING TIMES

Details of session times at the group may vary from time to time. Session times will be published by FEELGOOD FITNESS and will be available at www.feelgoodfitness.org

4. PAYMENT TERMS

4.1 Details of session prices and gift certificate prices are available either at www.feelgoodfitness.org or directly from FEELGOOD FITNESS and will be such prices as determined by the Company from time to time.

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

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

5. BOOKINGS AND CANCELLATIONS

5.1 A Member may only book or reschedule sessions for themselves the booking facility at www.feelgoodfitness.org

5.2 Members will be charged for a session where cancellation or the rescheduling of a session is not made online or notice of the same is not delivered by hand to the Company and received in person by a Company worker within the notice period specified for that session.

5.3 Sessions are booked on a first-come first-served basis.

5.4 Private One-to-One sessions are subject to a 24-hour cancellation policy.

6. FITNESS AND HEALTH

6.1 Members are advised not to undertake strenuous physical activities without first seeking medical advice if they have concerns over their physical condition. The Company reserves the right to refuse access to any Member if, in its absolute discretion, it considers that the health of the individual concerned may be endangered by the use of such facilities.

6.2 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 must notify the Company of any circumstances affecting their health which may be exacerbated through continued use of the Company.

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

7. LIMITATION OF LIABILITY

7.1 The Company cannot be held responsible for any particular session, instructor and/or item of fitness or Pilates equipment not being available for whatever reason. The Company reserves the right to make alterations to the sessions, instructors and/or equipment, as well as to those ancillary facilities, 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.

7.2 It is the Member's responsibility to ensure that he/she is capable of undergoing a routine of exercises provided by any programme which he/she follows or class which he/she attends. Members accept the risk of injury from performing exercises and are advised to consult their doctor prior to beginning any session.

7.3 The Company accepts no liability for loss or damage to property of Members or for injury to Members on the Company premises or outside the Company except insofar as such loss, damage or injury is by law incapable of exclusion.

8. USE OF FACILITIES

8.1 A Member is entitled to use the Company's facilities provided always that the Company 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 Company.

8.2 Children under the age of 16 may attend classes if accompanied by an adult.

8.3 Children over the age of seven may not enter changing rooms or other areas reserved for the opposite sex, regardless of whether they are accompanied by an adult.

9. PERSONAL BELONGINGS

Personal belongings are brought onto the Company premises at the Member's own risk and the Company does not accept liability for any loss or damage whatsoever to such items.

10. DRESS

Members are requested to wear a form of dress appropriate to the practice of exercise and Pilates and FEELGOOD FITNESS recommend that Members wear stretch pants or shorts and a T-shirt or sports top. Members should attend Pilates sessions barefoot or, if preferred, with socks and wear trainers for fitness exercise.

11. SAFETY & HYGIENE

11.1 In the interests of safety and hygiene, no crockery, glass or food are permitted in the changing rooms or studio. Only water is permitted in the venue. Other than with the exception of guide dogs no pets are permitted in the buildings or grounds.

11.2 Notwithstanding paragraph 11.1 above, Members must not walk around the venue barefoot if they have verrucas or similar foot complaints.

11.3 Members must use the main entrance to the Company when entering or leaving the Company. Fire exits, which are clearly marked, are there in the interests of safety and Members must not interfere with these exits for any reason. In the event of a fire, Members are asked to make their way to the nearest available exit.

11.4 Smoking is forbidden in the Company.

12. GENERAL

12.1 Members are required to give notice to the Company of any change of home address or email address. Failing such notice, all communications will be assumed to have been received by the Member within five days of mailing to the last address (of either type) notified to the Company.

12.2 The Company reserves the right to refuse admission to the services.

12.3 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.

12.4 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.

12.5 The Company may, if a Member so wishes, communicate with the Member by electronic mail ("email"). By providing an email address to the Company the Member consents to receiving 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.

12.6 Members must at all times observe the Company guidelines which may be notified to them from time to time and are requested to comply with any reasonable directions which the management of the Company may issue to ensure the smooth operation of the Company for the convenience of all Members.

12.7 Any marketing, educational or other materials of this nature whatsoever produced by the Company in connection with the Company and which are made available to Members at the Company will at all times remain the property of the Company and will be subject to the Company's copyright.