
**TERMS AND CONDITIONS FOR FITNESS INSTRUCTION
(GROUP CLASSES: PER CLASS/PACKAGE BOOKINGS)
PROVIDER: LEARNING MOVES**

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 Learning Moves of 24 Rowleys Place, West Drayton UB7 9NQ (“Us”); and
- 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 OR venues hired 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 www.learningmoves.co.uk ;
“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 Learning Moves whose place of business and contact address is the same address as above³ and includes all Our staff (employees and agents); and

“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:
 - 2.a.1 “these Terms and Conditions” is a reference to these Terms and Conditions; and
 - 2.a.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

- 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, including Your confirmation that You are 18 or over and a “Consumer”, 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 (but not otherwise) 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.
- 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. We will not reserve or guarantee any particular date and/or time for any Fitness Class unless You book and pay for the Fitness Class for that time and date.

- 3.3** Each Fitness Class requires 4 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 a minimum of 1 other person up to 5 other people.
- 3.4** You may book a Fitness Class in person, by email, by phone or through [Our website or Our on-line booking system as a single Fitness Class or as part of any available package of Fitness Classes.
- 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 or You can come along to Our designated premises on a drop in basis. 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 or a drop in space becomes available due to another person not arriving . If We tell You of such an opportunity by phoning, emailing or texting You after We have placed You on a wait list. You will then need to book and pay for the Fitness Class and be at Our premises no later than 10 minutes before the Fitness Class start time.
- 3.6** When you book and pay for any single Fitness Class (i.e. one not paid for as part of a package) You must book (or, as set out in sub-Clause 3.11 below, rebook to replace any booked Fitness Class cancelled) for a date which is no more than two 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** If You pay for any package of Fitness Classes, but You do not at the same time book the date/s for all of the number of Fitness Classes included in the package, You should then ensure that You book dates for all of the package which fall within the 3 month period after the date when You paid for the package. Any Fitness Classes paid for as part of a package but not booked for dates falling within that 3-month period will be lost and We will not refund any payment You have made for them.
- 3.8** Your request for a booking for a Fitness Class (whether or not it is paid for as part of a package) 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. If You wish to buy a package of 4 or more Fitness Classes and You pay for it, and in Our discretion We accept that purchase, Our contract with You will be for all of the Fitness Classes within that package which You then or later book.
- 3.9** 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 3.12 below if You later cancel the Fitness Class without giving Us prior notice of at least 24 hours.
- 3.10** 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 the start of any warm up for that 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” or “drop in” customer. We may decide to make a charge to You for that cancelled Fitness Class, and sub-Clause 3.12 below will apply.

- 3.11** You may cancel a Fitness Class without charge if You give Us at least 24 hours prior notice of the cancellation. 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. If the cancelled Fitness Class was paid for as part of a package, We will refund You for that Fitness Class an amount equal to total sum paid for the package divided by the total number of Fitness Classes in the package or You may rebook it under this sub-Clause 3.11 for a date falling within the 3 month period after the date when You booked the package.
- 3.12** 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 (i.e. the price that applies to it as a stand-alone, non-package price Fitness Class). 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. For this purpose, if that Fitness Class was part of a package, the sum paid in advance for it will be the total sum paid for the package divided by the total number of Fitness Classes in the package.
- 3.13** 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 3.10 or 3.12.
- 3.14** 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:
- 3.14.1 The required minimum number of people for the Fitness Class have not booked for that Fitness Class; or
 - 3.14.2 The required instructor necessary for the Fitness Class is not available; or
 - 3.14.3 An event described in sub-Clause 9 below occurs and continues for more than 24 hours; or
 - 3.14.4 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 unless it was paid for as part of a package.

Where it was part of a package, We will not make a refund but You may rebook that cancelled Fitness Class for another date falling within the 3 month period after the date when You paid for the package, or if that period ends less than 2 weeks after the date of the cancelled Fitness Class and You prefer to have a refund instead of rebooking We will refund You the stand-alone price for that cancelled Fitness Class.

- 3.15** We will use all reasonable endeavours to start the Fitness Class 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 unless it was paid for as part of a

package in which case the final paragraph of sub-Clause 3.14 (as to rebooking or refund) will also apply to cancellation under this sub-Clause 3.15.

- 3.16** Fitness Classes, prices and instructors 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.
- 3.17** 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. If at that time You have paid for any Fitness Classes as a package but have not yet booked and/or attended one or more of such Fitness Classes, We may cancel those Fitness Classes not yet booked and/or attended by telling You at the time of that cancellation and in that case We will refund You for the number of Fitness Classes in the package cancelled and the refund will be for the number of package Fitness Classes not taken pro rata to the total Fitness Classes in the package.
- 3.18** 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 3.18, 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 cancel as allowed by this Sub-clause 3.18, 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. For this purpose, where any one or more Fitness Classes has been paid for as part of a package, then You may cancel such Fitness Classes (either booked for any date(s) after that 14 day period or not yet booked), and We will refund for each such cancelled Fitness Class the total package price amount divided by the total number of Fitness Classes in that package.

4. Fees and Payment

- 1.1 You must pay in accordance with Our Price List for all Fitness Classes that We fully and correctly provide to You.
- 1.2 You may pay Us for Fitness Classes using any of the following methods:
- 2.a.1 Credit/Debit card via Our online booking system;
 - 2.a.2 Cash, paid at the Fitness Class;
 - 2.a.3 Cheque in advance of the Fitness Class; or
 - 2.a.4 BACS payment in advance to Our Bank.
- 1.3 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.

1.4 All prices of Fitness Classes shown in the Price List are inclusive of VAT.

5. Eligibility to take a Fitness Class

1.1 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. If at the time of such cancellation You have paid for Fitness Classes as a package but have not yet attended one or more such Fitness Classes, We will refund You for those Fitness Classes not yet attended and the refund will be for the number of package Fitness Classes not attended pro rata to the total number of Fitness Classes in the package.

1.2 We will not accept Your application to register or make any Fitness Class available to You unless You are aged 18 or over. 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 and when You book and attend any Fitness Class, that will be Your confirmation that You have no health or fitness problems which may affect your participation in any Fitness Class.

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 If You do not tell Us before a Fitness Class of anything referred to in sub-Clause 6.5 or 6.6 that We then discover, We will be entitled not to provide some or all of that Fitness Class or any other Fitness Classes and to treat any such Fitness Classes (or the affected part of it/them) as cancelled by You without notice, in which case We may make a charge to You for that cancelled Fitness Class (or part of it) as set out in sub-Clause 3.12 above. If that Fitness Class is part of a

package, We may also cancel any other remaining Fitness Classes in the package and in that case We will refund You for each of the remaining Fitness Classes an amount equal to the total package price divided by the total number of Fitness Classes in the total package.

- 6.8** You must not attend any Fitness Class when under the influence of alcohol or illegal drugs or immediately following a heavy meal.
- 6.9** You should 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.
- 6.10** Fire exits are clearly marked and are in the interests of safety. You must not obstruct these exits for any reason. In the event of a fire, You should make your way to the nearest available exit with all possible speed and assemble at a safe distance from Our premises so that We may take a roll-call of all those at Our premises when the fire alarm sounded. The assembly point is as advised by the premises used. .

7. Rules

- 7.1** We do not permit You to:
 - 7.1.1 smoke anywhere on the premises where the class takes place;
 - 7.1.2 Mobile phones should be switched to silent mode during a Fitness Class unless advised to the contrary;
 - 7.1.3 bring to the premises where the class takes place any child/ren under the age of 16 as We do not have anyone to supervise them;
 - 7.1.4 bring any animals into the premises where the class takes place with the exception of guide dogs. If You require the use of a guide dog, You should inform Us of that when You register;
 - 7.1.5 bring any crockery, glass, drink (except water) or food into any part of the premises where the class takes place. Only water, either in a plastic bottle or paper cup, is permitted.
- 7.2** If a Fitness Class requires specific type of clothing, footwear or other items, details of the Fitness Class will specify those requirements and You must provide them for Yourself. Clothing and footwear not worn for the Fitness Class should be stored in the location that We tell You about on arrival. 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.

8. Events beyond our reasonable control

- 9.1** We will not be liable for any failure or delay in performing Our obligations under the contract resulting from any cause beyond Our reasonable control.
- 9.2** If any event described under sub-Clause 9.1 occurs that is likely to adversely affect Our performance of any obligations under the contract, We will try to inform You as soon as is reasonably possible, Our obligations will be suspended and any time limits that We are bound by will be extended accordingly. We will inform You when that event is over and provide details of

any new dates, times or availability of Fitness Classes as necessary. You may, without liability to Us, cancel any Fitness Class(es) which do not take place due to that event, and We will refund in full the advance payment that You have made to Us for the cancelled Fitness Class(es). Where the cancelled Fitness Class(es) is/are part of a package, We will refund You for each such Fitness Class an amount equal to the total price for the package divided by the total number of Classes in the package.

9. Limitation of Liability

- 10.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by You and Us when Our contract with You is created. We will not be responsible for any loss or damage that is not foreseeable.
- 10.2 We provide or sell all Fitness Classes to You only for Your personal and private use/purposes. We make no warranty or representation that any clothing or other goods that We provide or sell to You are fit for commercial, business, industrial, trade, craft or professional purposes of any kind (including resale). We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 10.3 Each of Our instructors is appropriately qualified to conduct the particular Fitness Class which they conduct but their advice does not include any medical or similar advice and is not a substitute for advice provided by an appropriate medical, health, or fitness professional or therapist.
- 10.4 If You bring any personal belongings onto Our premises, We do not undertake to keep them safe or provide any storage place for them. Their loss or damage will be at Your own risk except where such loss or damage is due to any deliberate or negligent act by Us or our staff. We will not be responsible for any loss or damage to Your personal belongings caused by any other customer, guest or visitor to Our premises even where You leave or store them in any place at Our premises referred to in Clause 7.2. We therefore advise You not to bring any valuable belongings to Our premises.
- 10.5 Nothing in these Terms and Conditions is intended to or will exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors) or for fraud or fraudulent misrepresentation.
- 10.6 Furthermore, if you are a “consumer” as defined by the Consumer Rights Act 2015, or a consumer for the purposes of any other consumer protection legislation, nothing in these Terms and Conditions is intended to or will exclude, limit, prejudice, or otherwise affect any of Our duties or obligations to You, or Your rights or remedies, or Our liability to You, under:
 - 10.6.1 the Consumer Rights Act 2015;
 - 10.6.2 the Regulations;
 - 10.6.3 the Consumer Protection Act 1987; or
 - 10.6.4 any other consumer protection legislationas that legislation is amended from time to time.

For more details of Your legal rights, please refer to Your local Citizens' Advice Bureau or Trading Standard Office.

10. Changes to Terms and Conditions

We may from time to time change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such change.

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

We will only use Your personal information as set out in Our Data Protection policy available below.

12. Regulations

We are required by the Regulations to ensure that certain information is given or made available to You as a Consumer before We make Our contract with You (i.e. before We accept Your registration and/or make a booking) except where that information is already apparent from the context of the transaction. We have included the information itself either in these Terms and Conditions for You to see now, or We will make it available to You before We accept Your request to register and/or make a booking. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

13. Information

As required by the Regulations:

14.1 all of the information described in Clause 13; and

14.2 any other information which We give to You about any Fitness Classes or Ourselves and Our business which You take into account when deciding to make a booking or when making any other decision about Fitness Classes;

will be part of the terms of Our contract with You as a Consumer.

14. Complaints

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 cause for complaint. If You have any complaint about Our Fitness Classes or any other complaint about Us or any of Our staff, please raise the matter with Penelope Smith who can be contacted by email, post or telephone.

15. No Waiver

No failure or delay by Us or You in exercising any rights under these Terms and Conditions means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of these Terms and Conditions means that We or You will waive any subsequent breach of the same or any other provision.

16. Severance

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

17. Law and Jurisdiction

18.1 These Terms and Conditions, the Contract, and the relationship between you

and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.

- 18.2** As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 18.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 18.3** Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

Learning Moves

PENELOPE J SMITH

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Data Protection Act 2018

As a small self-employed business (trading under the name of Learning Moves) I am not obliged to register with the Information Commissioners Office for the purposes of data protection. However, Learning Moves will adhere to the principles of the Act and I need your permission to retain your name, address, postcode, email and telephone number as data stored on my database.

I need this information to inform you of events. The data will be used only for the efficient running of Learning Moves and not given to any person not involved in the administration of the business.

- I will **never** share your personal data with third parties for their own marketing purposes.
- Any marketing messages are sent by me, however I may tell you about third party special offers in some of these messages, or send links that you specifically request or authorise.
- **You are always in control** of your preferences and you can decline to have your information stored, ask to view the data I hold on file about you, or unsubscribe by sending a written request to me at any time. However it is a safety requirement that you provide information about your health and fitness contained in the medical questionnaire (PARQ) before taking part in exercise sessions.
- Should you cease taking part in Learning Moves classes I will keep your details on file and continue to send you information for a maximum period of 12 months from the date of your last class, unless you have specifically requested otherwise in writing as above.
- After the elapsed time, or following a request to remove, your details will be deleted from my database and any paper documents containing them will be shredded.

Penelope Smith