

PILATES STUDIO TERMS AND CONDITIONS

These Terms and Conditions, together with any Pilates Studio Terms and Conditions (this “**agreement**” or these “**Terms and Conditions**”) set out the agreement under the terms of which you or, where applicable, the person for whom you are the parent or guardian, (the **User, you, your**) will obtain services, from Sculpt 26 Ltd (Company Number 15556146) (**Sculpt 26, we, us, our**) with its registered office at 217 Noak Hill Road, Billericay, England, CM12 9UN.

We may change these Terms and Conditions at any time by updating these Terms and Conditions page on our Website, and your booking of the Services or using the Premises following such an update will represent an agreement by you to be bound by these Terms and Conditions as amended.

1 THIS AGREEMENT

- (a) Sculpt 26 provides Pilates classes. These classes are made available through pre-purchased class or packs of classes (**Class Packages**) (referred to here as the **Services**).
- (b) Sculpt 26 makes these Services available to purchase and book through our website (**Website**).
- (c) These Terms and Conditions will apply to all the User’s Bookings (as defined below) with Sculpt 26, including being incorporated in all agreements or quotations under which Sculpt 26 is to provide Services to the User.
- (d) The User will be taken to have accepted this agreement if the User makes a booking on the Booking Platform, or if the User orders, accepts or pays for any services provided by Sculpt 26 after receiving or becoming aware of this agreement or these Terms and Conditions (**Booking**).

2 PARTICIPANT’S OBLIGATIONS

2.1 CAPACITY AND AGE

- (a) The User warrants that they:
 - (i) have the legal capacity and are of sufficient age to enter into a binding contract with us; and/or;
 - (ii) are the parent or guardian of the User who consents to this agreement on behalf of the User.
- (b) The User acknowledges and agrees that:
 - (i) they must be at least 16 years of age to participate in the Services; and
 - (ii) they must be at least 18 years of age to participate in Services without parental supervision during the Staffed Hours.

2.2 ACCOUNT

- (a) To make a Booking, purchase a Class Package, the User may be required to register an account through the Booking Platform (**Account**).
- (b) When a User registers for an Account, the User must provide true, accurate and complete information as requested and keep this information up to date after registration.
- (c) As part of the Account registration process and as part of the User’s continued use of the Website and the Booking Platform, the User will be required to provide personal information and details, such as the User’s email address, first and last name, a secure password, billing, postal and physical addresses, mobile phone number, bank account information, and other information as determined by the Booking Platform from time to time.

2.3 PRE-ACTIVITY OBLIGATIONS

The User warrants that, on or prior to the date of commencement of the Services (**Commencement Date**), they:

- (a) have read and signed the Waiver provided to them at the Premises; and
- (b) accept any Third Party Terms, in accordance with clause 6.

2.4 PROVIDE INFORMATION

- (a) The User must provide Sculpt 26 with all documentation, information and assistance reasonably required for Sculpt 26 to provide the Services;
- (b) The User must participate in any briefings and/or introductions as notified by Sculpt 26 prior to engaging in any Services; and
- (c) If you are the User's parent or guardian and the User is under the age of 18, you must ensure that the User complies with these terms, and agree to the terms of this agreement in respect of the User.

2.5 INSTRUCTIONS AND SAFETY

The User warrants that they:

- (a) will undertake an instructional consultation with Sculpt 26's Personnel prior to using the Premises or engaging in the Services;
- (b) comply with any safety guidelines, instructions and/or rules that Sculpt 26's Personnel provide to them;
- (c) stop participating in any Services, and alert Sculpt 26 or its Personnel, if the User has any concerns about their health or safety or if they start feeling dizzy, faint, unwell or feel any unusual pain during the Services; and
- (d) be responsible for their own safety and that of any person under the age of 18 years for whom they have signed responsibility.

2.6 HEALTH AND STATE OF THE PARTICIPANT

The User warrants that they:

- (a) do not have a health condition which might have the effect of making it more likely that they will be involved in an accident or injury while participating in the Services (**Condition**);
- (b) will notify Sculpt 26 immediately if they develop a Condition;
- (c) are aware and agree that if they have a Condition, Sculpt 26 might refuse them participation in some and/or all Services;
- (d) are aware that the Services, even when no accident occurs, may involve risk to health;
- (e) will not participate in the Services under the influence of drugs, alcohol or illicit substances;
- (f) will not participate in the Services, if ill, injured or feeling unwell; and
- (g) will warm-up prior to participating in the Services.

2.7 USER'S BEHAVIOUR

The User must:

- (a) wipe down each piece of equipment after use;
- (b) not use abusive, offensive or threatening language or behaviour while at the Premises;
- (c) at all times wear clean clothing appropriate to the Services they are undertaking and/or as instructed by Sculpt 26 from time to time;

- (d) not enter the Premises under the influence of drugs or alcohol;
- (e) not smoke, consume alcohol, drugs, foods, and/or chew gum at the Premises;
- (f) not use the equipment and/or facilities without seeking instructions from Sculpt 26 Personnel if the User is not familiar with the equipment and/or facilities; and
- (g) be respectful and courteous to other people attending any Class and Sculpt 26's instructors;
- (h) follow all reasonable instructions given by any instructors of Sculpt 26;
- (i) treat Sculpt 26's reformer machines and any other Sculpt 26's equipment with care and respect;
- (j) turn up on time for any Class or Classes.

2.8 POSSESSIONS

The User is responsible for their possessions while at the Premises. Sculpt 26 will not be liable if any of the User's possessions are lost and/or stolen at the Premises.

3 CLASSES AND PREMISES AVAILABILITY

3.1 CLASSES

The User acknowledges and agrees that:

- (a) unless directed otherwise, they are required to book Sculpt 26's scheduled Pilates classes in advance via the Booking Platform (**Class(es)**); and
- (b) any missed Classes will be forfeited by the User and Sculpt 26 will not be required to reschedule such Classes, subject to clause 3.3.

3.2 AVAILABILITY

- (a) While Sculpt 26 will endeavour to ensure that Classes and equipment are available during the advertised opening hours, on occasion, Classes or equipment may be full, unavailable or no longer offered and Sculpt 26 will not be liable to the User in such circumstances.
- (b) Sculpt 26 reserves the right to change the Classes and times offered at its absolute discretion without notice to the User.

3.3 CLASS CANCELLATIONS

- (a) The User may cancel a Class at any time 24 hours before the Class is scheduled to take place. If the User does cancel 24 hours or more prior to the Class is scheduled to take place:
 - (i) the User will receive a full refund of any fees paid for that Class; and
 - (ii) if the Class was paid for through the use of a Class Package and if the User cancels at least 24 hours prior to the Class is scheduled to take place, that Class will not be removed from the User's Class Packages.
- (b) If the User does not cancel 24 hours before the Class is scheduled to take place:
 - (i) the User will not receive any refund of any fees paid for that Class; and
 - (ii) if the Class was paid for through the use of a Class Package, the Class will be removed from the User's Class Package.
- (c) Sculpt 26 reserves the right to cancel any Classes at any time. If Sculpt 26 cancels a Class, Sculpt 26 will refund the pro-rata fees for that Class or provide a replacement Class, subject to Sculpt 26's sole discretion.
- (d) If the User is unable to attend a scheduled Class due to illness and cancels less than 24 hours before the scheduled time, the User must provide a valid sick note or medical certificate as evidence of their illness. Upon receipt of the sick note or

medical certificate, Sculpt 26 may, at its sole discretion, offer a refund or credit for the missed Class. Refunds or credits are not guaranteed and will be determined on a case-by-case basis.

3.4 WAITLIST

- (a) Where a Class no longer has capacity, the User may opt to join a waiting list for the Class via the Booking Platform (**Waiting List**). The User may then be automatically registered for the Class where additional capacity becomes available and will be notified of such registration via email.
- (b) The above clauses 3.2(a) and 3.2(b) will apply to any Users who opt to join a Waiting List and are then automatically registered for the Class according to the above clause 3.4(a), regardless of whether such notification outlined in the above clause 3.4(a) has been received by the User.

3.5 CLASS PACKAGES

The following terms apply for the Class Package:

- (a) The User may purchase a set number of Classes to attend at any time listed on the Website by Sculpt 26, subject to capacity.
- (b) The User must attend the number of Classes purchased in the Class Package within the time period set out on the Website.
- (c) If the User does not attend the full number of Classes in accordance with clause 3.5(b), the Class Package will expire and the User will no longer be able to use that Class Package to make further Bookings. Except as provided in this agreement, the User is not entitled to any refund for any number of Classes not attended in a Class Package.

3.6 STUDIO ACCESS

- (a) From time to time, the User may access the Premises, including the Pilates studio, during Staffed Hours, as communicated by Sculpt 26.
- (b) The User acknowledges that access to the Premises and the use of the Pilates Studio are granted solely for participating in scheduled Classes or authorised activities. The User must vacate the Premises promptly at the conclusion of their session unless otherwise agreed by Sculpt 26.
- (c) The User agrees to:
 - (i) Use the Premises, including all equipment and facilities, in a safe, responsible, and respectful manner;
 - (ii) Comply with any rules or policies set by Sculpt 26 regarding the use of the Pilates Studio and other areas within the Premises;
 - (iii) Not damage, misuse, or remove any property, equipment, or items belonging to Sculpt 26 or located on the Premises;
 - (iv) Only access authorised areas of the Premises.
- (d) The User acknowledges that:
 - (i) Entry to the Premises outside Staffed Hours is not permitted unless explicitly authorised by Sculpt 26 in writing;
 - (ii) Sculpt 26 reserves the right to deny access to the Premises or terminate access if the User fails to comply with this agreement or the rules of the Premises;
 - (iii) Access to the Premises may be monitored or recorded for safety and security purposes;
- (e) The User agrees to report any damage, injury, or safety concerns on the Premises to Sculpt 26 immediately.

4 PAYMENT

4.1 FEES

- (a) The User must pay the Fees to Sculpt 26, in the amounts and at the times set out on the Website and the Booking Platform or as otherwise agreed in writing.
- (b) All Fees must be paid in advance and are non-refundable for change of mind.
- (c) To the maximum extent permitted under this agreement and the *Consumer Rights Act 2015* (UK) or any applicable regulation prescribed under it, any Fees paid in accordance with this agreement are non-refundable.

4.2 FEE INCREASES

We reserve the right to increase the Fees for the Classes or Class Packages at any time by updating our Website.

4.3 VAT

Currently, we do not charge VAT on our services. However, if this changes in the future and VAT or any other applicable tax becomes payable on our Services, we will notify you. Any such charges will be clearly indicated on the Website and included in the total amount payable for our Services.

4.4 THIRD PARTY BOOKING AND PAYMENT PROVIDER

Sculpt 26 uses Momence (<https://momence.com/>) (**Booking Platform**) to collect Fee payments. The processing of payments by the Booking Platform will be, in addition to this agreement, subject to the privacy policy of the Booking Platform. We are not liable for the security or performance of the Booking Platform. We reserve the right to correct, or to instruct the Booking Platform to correct, any errors or mistakes in collecting your payment.

5 PROMOTIONS

- (a) We may, from time to time, offer promotional introductory offers (“**Introductory Offers**”) to new clients, such as discounted rates for a limited number of classes (e.g., two classes). These offers are designed to introduce new clients to our services and are strictly limited to one per person.
- (b) Clients who have previously redeemed a promotional Introductory Offer are not eligible to purchase or redeem another such offer. Any attempt to purchase multiple Introductory Offers will be declined, and any bookings made under a second promotional offer will be cancelled without refund.
- (c) If you have any questions about your eligibility for a promotional Introductory Offer, please contact us before making a purchase.

6 THIRD PARTY GOODS AND SERVICES

- (a) Sculpt 26 may use third party providers for example, it uses Momence as its Booking Platform and payment provider, and the User may be subject to the terms and conditions of that service provider (**Third Party Terms**).
- (b) The User acknowledges and agrees that it is their responsibility to familiarise themselves with the applicable Third Party Terms, which govern the use of the Services.
- (c) By engaging Sculpt 26 to provide the Services, the User will be deemed to have agreed to any and all Third Party Terms.
- (d) Sculpt 26 shall not be responsible for any loss, damage, or dispute arising from the User's failure to understand or comply with any Third Party Terms.

7 WARRANTIES

- (a) To the maximum extent permitted by applicable law, all express or implied representations and warranties not expressly stated in this agreement are excluded.
- (b) Nothing in this agreement is intended to limit the operation of the *Consumer Rights Act 2015 (UK) (CRA)*. Under the CRA, you may be entitled to certain remedies (like a refund, replacement or repair) if there is a failure with the goods or services provided.

8 LIABILITY AND INDEMNITIES

8.1 NO RELIANCE

The User acknowledges that in deciding to pay for the Services and in entering into this agreement the User has not relied on the skill or judgment of Sculpt 26 and that the User has satisfied itself as to the condition and suitability of the Premises and/or Services and their fitness for the User's purpose.

8.2 LIABILITY

To the maximum extent permitted by law, the total liability of each party in respect of loss or damage sustained by the other party in connection with this agreement is limited to the amount paid by the User to Sculpt 26 under this agreement on the date of the event resulting in the relevant liability.

8.3 CONSEQUENTIAL LOSS

To the maximum extent permitted by law, neither party will be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue in connection with this agreement or any goods or services provided by Sculpt 26, except:

- (a) in relation to a party's liability for fraud, personal injury, death or loss or damage to tangible property; or
- (b) to the extent this liability cannot be excluded under the applicable *Consumer Rights Act 2015 (UK)*.

8.4 RISK

- (a) Participating in the Services involves the potential for injury and the User is participating in any Services at their own risk with knowledge of the dangers involved, including but not limited to, physical injury, muscle and ligament strains, illness, bruising, falls, injury through equipment failure, injury through impact and death.
- (b) The User acknowledges that there will be times where the User will be unsupervised by any Sculpt 26 Personnel and agrees to accept any risks of loss, injury, damage or death arising out of the User's unsupervised use of the Premises, unless there is reckless disregard or gross negligence on Sculpt 26's behalf.
- (c) The User acknowledges that while Sculpt 26 uses its best endeavours to ensure that the Premises and any facilities and/or equipment are free of faults and safety issues, there may be instances of equipment failure, and/or equipment and other objects may be left in incorrect positions by other Premises users. The User agrees that Sculpt 26 will not be liable for any loss or damage arising out of such circumstances unless there is reckless disregard or gross negligence on Sculpt 26's behalf.
- (d) The User will bear all risk of loss or destruction of, or damage to, any equipment and/or other property and/or people arising out or contributed to by their participation in the Services.

8.5 INDEMNITY

The User indemnifies Sculpt 26 from and against all losses, claims, expenses, damages and liabilities (including any taxes, fees or costs) which arise out of:

- (a) any breach of this agreement by the User;
- (b) any negligent, fraudulent or criminal act or omission of the User or its Personnel; or
- (c) an event, where circumstances giving rise to a claim, were caused or contributed to by the User.

9 SUBCONTRACTING

Sculpt 26 may subcontract any aspect of providing the Services and the User consents to such subcontracting.

10 MARKETING, ADVERTISING AND PROMOTION

Subject to clause 10(b), Sculpt 26 retains the right to describe the Services and use photos or videos of the Services provided to the User to market, advertise and promote Sculpt 26 services on its websites, through social media and any other channel.

11 PRIVACY

- (a) You agree to be bound by our Privacy Policy, which is available [\[here\]](#).
- (b) You consent to us taking images and recording video footage of you for the following purposes only:
 - (i) promotion of the Premises, Premises events and advertising the associated products and services; and
 - (ii) publication on social media platforms or in newspapers, in trade and other journals and on websites and the internet for the purposes of professional advancement,in accordance with our Privacy Policy.
- (c) Please notify us by email if you do not wish footage or images of you to be taken or kept by us.

12 CANCELLATION

12.1 BY SCULPT 26

Sculpt 26 may terminate this agreement in whole or in part immediately by written notice to the User if the User is in breach of any term of this agreement.

12.2 SURVIVAL

Any clause that by its nature would reasonably be expected to be performed after the termination or expiry of this Agreement will survive and be enforceable after such termination or expiry.

13 DISPUTE RESOLUTION

- (a) A party claiming that a dispute has arisen under or in connection with this Agreement must not commence court proceedings arising from or relating to the dispute, other than a claim for urgent interlocutory relief, unless that party has complied with the requirements of this clause.
- (b) A party that requires resolution of a dispute which arises under or in connection with this Agreement must give the other party or parties to the dispute written

notice containing reasonable details of the dispute and requiring its resolution under this clause.

- (c) Once the dispute notice has been given, each party to the dispute must then use its best efforts to resolve the dispute in good faith. If the dispute is not resolved within a period of 14 days (or such other period as agreed by the parties in writing) after the date of the notice, any party to the dispute may take legal proceedings to resolve the dispute.

14 NOTICES

- (a) A notice or other communication to a party under this Agreement must be:
 - (i) in writing and in English; and
 - (ii) delivered via email to the other party, to the email address specified in this agreement, or if no email address is specified in this agreement, then the email address most regularly used by the parties to correspond regarding the subject matter of this agreement as at the date of this agreement (**Email Address**). The parties may update their Email Address by notice to the other party.
- (b) Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party's Email Address, notice will be taken to be given:
 - (i) 24 hours after the email was sent, unless that falls on a Saturday, Sunday or a public holiday in the state or territory whose laws govern this Agreement, in which case the notice will be taken to be given on the next occurring business day in that state or territory; or
 - (ii) when replied to by the other party,whichever is earlier.

15 GENERAL

15.1 GOVERNING LAW AND JURISDICTION

This agreement is governed by the law applying in England and Wales. Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

15.2 AMENDMENTS

This agreement may only be amended in accordance with a written agreement between the parties.

15.3 WAIVER

No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

15.4 SEVERANCE

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this agreement is not limited or otherwise affected.

15.5 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

15.6 ASSIGNMENT

A party shall not assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.

15.7 COUNTERPARTS

This agreement may be executed in any number of counterparts. Each counterpart constitutes an original of this agreement and all together constitute one agreement.

15.8 COSTS

Except as otherwise provided in this agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this agreement.

15.9 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement.

15.10 INTERPRETATION

- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (b) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (c) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) **(person)** a reference to “person” or “you” includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (e) **(party)** a reference to a party includes that party’s executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (f) **(this agreement)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this agreement, and a reference to this agreement includes all schedules, exhibits, attachments and annexures to it;
- (g) **(document)** a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (h) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (i) **(includes)** the word “includes” and similar words in any form is not a word of limitation;
- (j) **(adverse interpretation)** no provision of this agreement will be interpreted adversely to a party because that party was responsible for the preparation of this agreement or that provision;
- (k) **(currency)** a reference to £, or “pounds”, is to British currency, unless otherwise agreed in writing;
- (l) **(in writing or written)** includes communication by email.

16 DEFINITIONS

In addition to capitalised terms defined in the body of the agreement above, capitalised terms used in this agreement will have the following meanings:

Term	Meaning
Laws	mean any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in the relevant jurisdiction(s) where the Services are performed or received and includes any industry codes of conduct.
Premises	means the Pilates Studio located at [2 Holly Court Billericay Essex CM12 9AP]
User, you, your	means the party and includes the parent or guardian of the User if the User is under 18 years of age.
Personnel	means, in respect of a party, that party's officers, employees, contractors (including subcontractors) and agents.
Staffed Hours	means between 6AM and 8PM on a daily basis.
Third Party Terms	has the meaning set out in clause 6.