

## BodyMap Limited Terms and Conditions

Please do not use our services if you disagree with any part of these Terms and Conditions.

The following Terms and Conditions have been prepared to help you make the most of BodyMap Limited. Please take a few moments to read them thoroughly.

### AGREEMENT

#### 1 Interpretation and Variation

1.1 In the Terms and Conditions the following definitions apply:

"BodyMap" means BodyMap Ltd.

"Client" means any person that has completed and submitted the training registration form and has been accepted by BodyMap.

"Teacher" means any person who is employed by BodyMap to deliver training and education.

"Terms and Conditions" means these terms and conditions.

"Website" means [www.bodymap.co](http://www.bodymap.co).

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 health questionnaire and registration forms.

1.4 BodyMap 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 training and the conduct of Clients. Any such changes will be notified to Clients and, until revoked, are and will be binding for Clients.

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 Booking and Cancellation

2.1 Receipt of payment through direct transfer to the BodyMap account or through cash or cheque in person confirms private session bookings or gives the client the ability to register for classes online.

2.2 Full payment for private sessions and classes are payable regardless of whether the client completes the sessions or classes.

2.3 Clients who are not up to date with payments will not be eligible to attend sessions or classes.

2.4 All sales of class packages and private sessions are final.

2.5 If cancellation is received 24 hours before session or private session there will be a full credit to the client's account for the full amount of the class or session cancelled.

2.6 Cancellation of sessions or classes within 24 hours before the scheduled session or class will result in full charge for that class or session. Failure to attend any given dates without notifying BodyMap will also result in this charge being applied.

2.7 All bookings must be logged through the online booking system. Places are not confirmed until payment is received.

2.8 Instructors and classes are subject to change.

2.9 Sessions booked in blocks are subject to expiration date from the first session booked. Each block of classes has a specific expiration date.

### 3 Fitness and Health

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

3.2 Clients are required to follow the instructions of the Teacher at all times.

3.3 Clients are required to inform a member of staff, if they incur injuries or conditions, after the initial information stated on their health questionnaire.

### 4 Safety and Hygiene

4.1 In the interests of safety and hygiene, no crockery or glass are permitted in the changing rooms or Studio. Clients must not walk around the Studio barefoot if they have verruca or similar foot complaints. Please wear socks.

4.2 Clients are required to wear form fitting clothing including leggings or shorts, sleeveless, short sleeved or long sleeved shirts and bare feet or Pilates socks so that clothing will not get lodged in equipment during use.

4.3 Clients should remove all loose jewelry.

4.2 Clients must use the main entrance to the Studio when entering or leaving the Studio. Fire exits, which are clearly marked, are there in the interests of safety and Members must not interfere with these exits for any reason.

4.3 In the event of a fire, Clients are asked to make their way to the nearest available exit.

4.4 Smoking is forbidden in the Studio.

## 5 Personal Belongings

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

5.2 Vehicles parked near the Studio car park are parked at the Client's own risk and BodyMap accepts no liability for any loss or damage whatsoever to such vehicle.

## 6 Limitation of Liability

6.1 Places in classes are subject to availability. BodyMap reserves the right to cancel, withdraw or change classes within a reasonable time frame. BodyMap shall not be held liable for any loss of earnings or expenses as a result of such changes.

6.2 Scheduling of private sessions are subject to availability. BodyMap reserves the right to cancel, withdraw or change sessions within a reasonable time frame. BodyMap shall not be held liable for any loss of earnings or expenses as a result of such changes.

6.3 BodyMap cannot be held responsible for cancellations caused by circumstances outside of their control. (i.e., weather, travel issues, strikes etc) BodyMap will make reasonable attempts to respond to such situations and achieve a satisfactory resolution.

6.4 It is the Client's responsibility to ensure that he is capable of undergoing a routine of exercises provided by any programme which he follows or session which he attends. Clients accept the risk of injury from performing exercises and using specialist equipment and are advised to consult their doctor prior to beginning any session. Advice provided by Teachers at BodyMap at no time constitutes medical advice in substitute for advice provided by a medical professional

6.5 BodyMap accepts no liability for loss or damage to property of Clients or for injury to Clients on the Studio premises or outside the Studio except insofar as such loss, damage or injury is by law incapable of exclusion.

6.6 In consideration of their participation in the activities and programmes of BodyMap and the use of facilities and equipment owned and/or under the control of BodyMap the Client hereby waives and releases BodyMap and its Teachers from any and all responsibility or liability for injuries or damages resulting from their participation in any of the BodyMap's activities or use of BodyMap's equipment or facilities save in respect of death or personal injury caused by the negligent act or omission of BodyMap.

## 7 General

7.1 BodyMap reserves the right to eject any candidate from sessions or classes after an initial

verbal warning with no obligation to reimburse session or class fees.

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

7.3 BodyMap may, if a Client so wishes, communicate with the Client by electronic mail ("email"). By providing an email address to BodyMap, the Client consents to receiving email communications from BodyMap, including notices pursuant to the Terms and Conditions. The Client also accepts the risk that email may not be a secure and confidential means of communication. BodyMap will not be liable for any loss or damage suffered as a result of communicating with a Client by email.