

Please read these terms and conditions carefully before using this site.

## **Introduction**

Pilates classes and other fitness and exercise classes are supplied by **Posé&Swan Ltd** (whose registered office is at 23 Kite House, 50 Meyrick Road, London SW11 2NJ, and whose registered company number is 10100907), subject to the following express Terms.

In these Terms, "we"/"us"/"our" means **Posé&Swan Ltd**, and "you"/"your"/"yours" means you, the customer.

These Terms together with our booking confirmation (which may be oral or written) constitute the contract ("the Contract") between us for the supply of services to you. The Contract shall not be varied in any way whatsoever unless agreed in advance in writing between the parties.

## **Booking and Payment**

Our online booking facility works by showing the availability and price of classes on the date and time you select. Class availability changes dynamically as and when bookings are made or cancelled by clients.

It is your responsibility to ensure that you have made your booking and payment correctly.

Should you choose to book and pay by telephone, the price of the class you select will be the same as that displayed online.

## **Method of Payment**

You can pay for your class or classes using credit or debit card. By choosing to make a booking online, you will be asked to select the time and date of the class you wish to book. Once you have selected a class or classes, you will then be automatically directed to a page on which you will be asked to enter your payment details.

Please note that the price paid by you for your class or classes is non-refundable unless you cancel your booking 12 hours or more before the time and date of the class. For Personal training, 24 hours notice is needed to cancel classes. All prices are final and credits are non-refundable. However you may transfer your credits to friends. Note: Special offer purchases or temporary deals are non-transferable.

## **Unused Bookings**

In the event that you do not attend the class or classes you have booked, and you do not notify us 12 hours or more before such class or classes of your non-attendance, you shall not be entitled to a refund. 24 hours notice is needed to cancel classes Personal Training sessions.

## **Changing Your Bookings**

You may change the date and time of your booking at any time without charge, so long as you do so 12 hours or more before the date and time of the class you have booked.

To change a booking, please do so online, call or email us. There is no additional charge for this service.

Changes are subject to availability of classes, and we cannot guarantee availability at any time, particularly if a change is made at short notice.

## **Cancelling your Bookings**

You may cancel your booking at any time without charge so long as you do so 12 hours or more before the date and time of the class you have booked. 24 hours notice is needed to cancel Personal Training sessions.

To cancel a booking, please go to our website, put in your username and password and follow the instructions. You can also call us on **07879498508** or e-mail us to [info@poseandswan.com](mailto:info@poseandswan.com) . There is no additional charge for this service.

### **Cancellations and Refunds**

If you cancel over 12 hours before the class starts then you will be automatically refunded. Once inside 12 hours, if we are able to fill your space, then we will consider a refund.

You are responsible for checking the details of your booking at each stage of the booking and payment process. Alternatively, or if you are unsure as to what to do, please call us on **07879498508** or e-mail us to [info@poseandswan.com](mailto:info@poseandswan.com) .

We regret that package purchase refunds are not given after a month from the date of the purchase of the credits. Any refund will be calculated on a true class value basis and there may be a small administrative fee.

Example: If you purchased a 20 class card and only used 12 classes, the refund calculation will be taken back to the next value bulk purchase. In this case (12 classes), the assessment means that you would be charged the price of a 10 class card and 2 'drop-in' classes. This total would be subtracted from the original cash amount paid and a £10 administration charge would also be deducted. The administration charge is to cover relevant banking costs and charges that were paid when the original transaction was carried out and also for processing the refund.

### **Expiry of Purchases**

The expiry date of each class package is clearly detailed on the website and the start date is the day of purchase. You may extend a regular (i.e. not bought on a special offer) class pass by 30 days for a fee of £21.

### **If we cancel your Booking**

In the event that we cancel a class or classes that you have booked, we will contact you by e-mail or telephone and offer you the choice of:

- having the class returned to your package; or
- being transferred to a class at an alternative date and time.

### **Clients with Special Needs**

If you have special needs, we ask that you advise us of your requirements by telephone on **07879498508** or e-mail us to [info@poseandswan.com](mailto:info@poseandswan.com) . You can help us ensure we will be able to meet your needs by contacting us at least 48 hours in advance of the date and time of the first class you wish to book.

It is your sole responsibility to check with your doctor or medical practitioner about your suitability for our classes and to obtain his/her written consent where necessary. While we take every care to ensure safe practise, there are inherent risks in any exercise programme and we accept no liability whatsoever for any injury or illness you incur through taking our classes (except as a result of our negligence) or by your failure to notify us of any existing health problems or special needs.

### **Arriving on Time**

Please ensure you arrive on time for your class. The pre-class warm-up is designed to help with the avoidance of injury. If you are more than 5 minutes late, the trainer has the right to refuse you entry into the class and you will forfeit your credit. If you are more than 15 minutes late, we are not allowed to let you into class on the grounds of Health & Safety and you will forfeit your credit.

Note: Wait-list clients sometimes show up in the hope of getting a late space in class. If you are 15 minutes or more late then we will give your space to any waiting clients.

### **Children**

If you are aged 16 or under, you are unable to attend Bootcamp Pilates classes.

### **Bookings Liability**

A binding contract is not formed until we accept your offer to make a booking for a class or block of classes. An offer will be deemed to have been accepted by us once you are in receipt of a booking confirmation from us.

Prices are subject to change at any time by us before we accept your booking.

All classes are offered by us subject to availability.

Notwithstanding the foregoing, in the event of a genuine website error or inaccuracy, we reserve the right to cancel all confirmed class bookings. In the event of such cancellation our only liability to you shall be to refund the price paid by you for your class booking, or to transfer you to a class at an alternative date and time, whichever you prefer.

### **Entry**

The management reserves the right to refuse entry.

### **Fitness and Health**

By agreeing to these Terms and Conditions Members hereby confirm that they have no health problems (including without limitation cardiac irregularities; spinal, bone, joint, tendon or ligament injuries; spells of dizziness; asthma (or other breathing difficulty); diabetes, epilepsy or any allergy) which may affect their participation in any sessions at the Studio.

It is the Member's sole responsibility to notify the Studio before attending any session of any circumstances affecting their health which may be exacerbated through continued use of the Studio and/or which may have arisen or worsened since their last session at the Studio (if any).

Members are advised not to undertake strenuous physical activity without first seeking medical advice if they have concerns over their physical condition and well being. 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.

The Studio 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 Studio facilities.

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

### **Limitation of Liability**

The Company cannot be held responsible for any particular session, instructor and/or item of Pilates/Ballet Barre 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 (e.g. showers), 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.

It is the Member's responsibility to ensure that he is capable of undergoing a routine of exercises provided by any programme which he follows or class which he attends. Members 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 our instructors at no time constitutes medical advice in substitute for advice provided by a medical professional.

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

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

### **Use of Facilities**

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

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.

Towels are limited to one per person.

### **Personal Belongings**

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

### **Safety and Hygiene**

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 Studio.

Members must not walk around the Studio barefoot if they have verrucas or similar foot complaints.

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

### **Smoking is forbidden in the Studio.**

### **Force Majeure**

We shall not be liable to you or deemed to be in breach of these Terms by reason of any delay in performing or any failure to perform any of our obligations in relation to these Terms,

if the delay or failure was due to any cause beyond our reasonable control, including, but not limited to, Acts of God, explosion, flood, tempest, fire or accident, war or threat of war, riot, sabotage, insurrection, civil disturbance, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any government, parliamentary, or local authority, strikes, lockouts or other industrial action or trade disputes (whether involving our employees or those of any third party), I.T. viruses, difficulties in obtaining raw materials, labour, fuel, parts or machinery, power failure or breakdown in machinery.

### **Waiver**

No delay or failure by either party to exercise any of its powers, rights or remedies under these Terms will operate as a waiver of them, nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver to be effective must be in writing.

### **Severability**

If any part of these Terms is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable then such part will be severed from these Terms, the remainder of which will continue to be valid and enforceable to the fullest extent permitted by law.

### **Entire Agreement**

These Terms together with our order confirmation constitute the entire agreement between the parties and shall have effect to the exclusion of any other memorandum, agreement, or understanding of any kind, whether oral or written, between the parties hereto and touching and concerning their subject matter.

### **Governing Law and Jurisdiction**

These Terms shall be governed by and construed in accordance with English law and the parties hereby agree to submit to the exclusive jurisdiction of the English courts.

### **Terms of website use**

This terms of use (together with the documents referred to in it) tells you the terms of use on which you may make use of our website [www.poseandswan.com](http://www.poseandswan.com) (our site). Use of our site includes accessing, browsing, or registering to use our site.

Please read these terms of use carefully before you start to use our site, as these will apply to your use of our site. We recommend that you print a copy of this for future reference.

By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms of use, you must not use our site.

### **Other applicable terms**

These terms of use refer to the following additional terms, which also apply to your use of our site:

Our Privacy Policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

Our Cookie Policy, which sets out information about the cookies on our site.

Information about us

[www.poseandswan.com](http://www.poseandswan.com) is a site operated by **Posé&Swan Ltd** ("We"). We are registered in England under company number 10100807 and have our registered office at 23 Kite House, 50 Meyrick Road, London SW11 2NJ.

We are a limited company.

### **Changes to these terms**

We may revise these terms of use at any time by amending this page.

Please check this page from time to time to take notice of any changes we made, as they are binding on you.

### **Privacy Policy**

This privacy policy discloses the privacy practices for [www.poseandswan.com](http://www.poseandswan.com). This privacy policy applies solely to information collected by this web site. It will notify you of the following:

1. What personally identifiable information is collected from you through the web site, how it is used and with whom it may be shared.
2. What choices are available to you regarding the use of your data.
3. The security procedures in place to protect the misuse of your information.
4. How you can correct any inaccuracies in the information.

### **Information Collection, Use, and Sharing**

We are the sole owners of the information collected on this site. We only have access to/collect information that you voluntarily give us via email or other direct contact from you. We will not sell or rent this information to anyone.

We will use your information to respond to you, regarding the reason you contacted us. We will not share your information with any third party outside of our organization, other than as necessary to fulfil your request, e.g. to ship an order or make changes to your file.

Unless you ask us not to, we may contact you via email in the future to tell you about specials, new products or services, or changes to this privacy policy.

### **Your Access to and Control Over Information**

You may opt out of any future contacts from us at any time. You can do the following at any time by contacting us via the email address or phone number given on our website:

- See what data we have about you, if any.
- Change/correct any data we have about you.
- Have us delete any data we have about you.
- Express any concern you have about our use of your data.

### **Security**

We take precautions to protect your information. When you submit sensitive information via the website, your information is protected both online and offline.

Wherever we collect sensitive information (such as credit card data), that information is encrypted and transmitted to us in a secure way. You can verify this by looking for a closed lock icon at the bottom of your web browser, or looking for "https" at the beginning of the address of the web page.

While we use encryption to protect sensitive information transmitted online, we also protect your information offline. Only employees who need the information to perform a specific job (for example, billing or customer service) are granted access to personally identifiable information. The computers/servers in which we store personally identifiable information are kept in a secure environment.

### **Updates**

Our Privacy Policy may change from time to time and all updates will be posted on this page.

### **Registration**

In order to use this website, a user must first complete the registration form. During registration a user is required to give certain information (such as name and email address). This information is used to contact you about the products/services on our site in which you have expressed interest. At your option, you may also provide demographic information (such as gender or age) about yourself, but it is not required.

### **Orders**

We request information from you on our order form. To buy from us, you must provide contact information (like name and shipping address) and financial information (like credit card number, expiration date). This information is used for billing purposes and to fill your orders. If we have trouble processing an order, we'll use this information to contact you.

### **Cookies**

We use "cookies" on this site. A cookie is a piece of data stored on a site visitor's hard drive to help us improve your access to our site and identify repeat visitors to our site. For instance, when we use a cookie to identify you, you would not have to log in a password more than once, thereby saving time while on our site. Cookies can also enable us to track and target the interests of our users to enhance the experience on our site. Usage of a cookie is in no way linked to any personally identifiable information on our site.

Some of our business partners may use cookies on our site (for example, advertisers). However, we have no access to or control over these cookies.

### **Links**

This web site contains links to other sites. Please be aware that we are not responsible for the content or privacy practices of such other sites. We encourage our users to be aware when they leave our site and to read the privacy statements of any other site that collects personally identifiable information.

### **Surveys & Contests**

From time-to-time our site requests information via surveys or contests. Participation in these surveys or contests is completely voluntary and you may choose whether or not to participate and therefore disclose this information. Information requested may include contact information (such as name and shipping address), and demographic information (such as zip code, age level). Contact information will be used to notify the winners and award prizes. Survey information will be used for purposes of monitoring or improving the use and satisfaction of this site.

**If you feel that we are not abiding by this privacy policy, you should contact us immediately via telephone at 07879498508 or via e-mail: [info@poseandswan.com](mailto:info@poseandswan.com)**

**15 May 2016**