

Please read these terms and conditions carefully.

1. DEFINITIONS

1.1. The following definitions apply:

“INSPIRE” means INSPIRE Hot Yoga Limited

“Member” means any person who has completed and submitted a membership registration form which has been accepted by INSPIRE.

“Studio” means the INSPIRE facilities with address of First Floor, 39 Queen Street, Maidenhead, SL6 1NB.

“Website” means www.inspirehotyoga.co.uk

“Terms and Conditions” means this these terms and conditions.

“Class” means a yoga class provided by INSPIRE.

2. GENERAL

- 1.1. Your use of the Website, the purchase of any products or services from this Website or from an INSPIRE studio will be subject to these terms and conditions.
- 1.2. These Terms and Conditions are incorporated into the Registration Form and any Membership is subject to these Terms and Conditions as amended from time to time.
- 1.3. INSPIRE Hot Yoga Limited reserves the right to vary and revoke these Terms and Conditions from time to time which it may consider necessary or desirable for the regulation of the internal affairs of the business and/or the conduct of Members. Any such changes will be notified to Members and, until revoked, are and will be binding for Members.

2. MEMBERSHIP

- 2.1. Subject to condition 2.2, when a person has completed a membership registration form they shall become a member of INSPIRE subject to these terms and conditions.
- 2.2. Acceptance of a person as a member is at the absolute discretion of INSPIRE.
- 2.3. A person shall cease to be a member when their membership expires or when the membership is terminated under these terms and conditions.
- 2.4. Membership fees are non-refundable.
- 2.5. Any membership must only be used by the person who purchased it or by the person it was purchased for and breach of this condition will lead to termination of the membership.
- 2.6. Membership cards must be presented at reception before entry to class is permitted.
- 2.7. The cost of a replacement membership card is £1.
- 2.8. Membership cards remain the property of INSPIRE and INSPIRE reserves the right to retain any membership card if there has been a defaulted payment by the member concerned.
- 2.9. A Member may attend classes according to the type of membership they have purchased.
- 2.10. A member is allowed to purchase an Introductory Offer once at the point of first registration with the studio. Proof of ID, by Passport or Driving Licence, is a condition of sale for the Introductory Offer, and may need to be shown at registration. In the event that a member is found to have already registered with the studio any monies taken will be used to purchase a single class. Any remaining monies will be placed on account and can be used towards purchases of further class packs or consumables.
- 2.11. Details of prices of memberships are available at the studio or on the Website and shall be such prices as determined by INSPIRE from time to time.
- 2.12. INSPIRE reserves the right to expel from the Studio, suspend for a specific period or refuse to renew the membership of, any Member whose conduct is or may, in INSPIRE’s reasonable opinion, be injurious to the

character of the Studio, 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 Studio. Any Members so expelled will forthwith cease to be Members of the Studio and will not be entitled to any refund for any period during which his membership is suspended.

2.13. Membership can only be cancelled in the following exceptional circumstances

Medical Condition: If upon a doctor's written order you can no longer physically perform exercise due to a physical or medical condition.

Relocation: If you move out of the area making it impractical to continue practicing at our studio.

Military Deployment: Due to active duty.

Financial Hardship

Conclusive documentation will be required along with written notice of termination. This must be no later than 30 days prior to cancellation. There will be a £25 administration fee applied to any refunds.

3. MONTHLY SUBSCRIPTIONS

- 3.1. The provisions of this clause shall only apply to Members that subscribe to membership for yoga classes by monthly payment ("Subscription").
- 3.2. Any Member, who is purchasing classes by Subscription, will forfeit their membership if they fall behind in payment for more than 30 days.
- 3.3. Subscription fees must be paid in accordance with the Terms and Conditions irrespective of whether or not the Member uses the Studio's facilities.
- 3.4. Members shall be given not less than 10 working day's written notice of any increase in their Subscription.
- 3.5. Any Member that is purchasing classes by Subscription cannot cancel their Subscription before the expiry of the period of the membership term as detailed in the pricelist. This is defined as the "Minimum Subscription Period".
- 3.6. After the expiry of the Minimum Subscription Period the contract will automatically renew for a further term equal to that of the initial Minimum Subscription Period. If the Member does not wish their contract to renew, they must inform the Studio in writing not less than 30 days prior to the expiry of the Minimum Subscription Period.
- 3.7. If a Member does not pay their Subscription for the Minimum Subscription Period then INSPIRE is entitled to charge the Member for any outstanding Subscriptions in respect of the Minimum Subscription Period.
- 3.8. Members agree and acknowledge that by agreeing to the Minimum Subscription Period, they are being given preferential rates by INSPIRE and therefore it is fair and reasonable that INSPIRE charges them for any payments referred to in paragraph 3.7 above.
- 3.9. It is the responsibility of the Member to cancel his direct debit/standing order with their bank on termination of his Subscription. INSPIRE cannot be held liable for any payments processed due to the failure of a Member to cancel a direct debit/standing order.
- 3.10. Members who do not wish to accept a change proposed by INSPIRE to the Terms and Conditions or to pay an increase in any Subscription fees may cancel their Subscription by giving written notice to the Studio. The notice must be given before or within 30 days after the change to the Terms and Conditions or increase in subscription fees takes effect. The membership will then be cancelled and the Member will have access to the Studio and classes up until the last day of their current monthly payment period.
- 3.11. Cooling off period: A member may cancel their subscription within 7 days of signing up. This cannot be done if the membership has been used. Any cancellation will be subject to a £25 administration fee.

4. LIMITATION OF LIABILITY

- 4.1. The Member agrees that INSPIRE cannot be held responsible for any particular class, instructor and/or item of equipment not being available for whatever reason.
- 4.2. INSPIRE reserves the right to make alterations to the classes, 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 INSPIRE

will not be liable for any loss occasioned by such alterations, except insofar as such loss is by law incapable of exclusion.

- 4.3. It is the Members responsibility to ensure that they are capable of undergoing a routine of exercises provided by any programme which they follow, or class which they attend. Members accept the risk of injury from performing exercises and are advised to consult their doctor prior to beginning any class.
- 4.4. INSPIRE 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.

5. CLASS BOOKING

- 5.1. Class sizes are limited, therefore booking Classes is advisable and entry is on a first come first served basis.
- 5.2. Bookings can only be made online if the Member has an active Membership or if a person pays online for a Drop-In Class (in which case that person will become a Member upon completing the Registration Form and this being accepted by INSPIRE).
- 5.3. Where a Class is fully booked, a Member or a person visiting the Website can add themselves to the 'waitlist'. Once they are on the 'waitlist', as spaces become available, the Member or person will be automatically moved from the 'waitlist' to an allocated space. An email notification will be sent out advising of this, at which point normal booking terms apply.
- 5.4. All Members are required to sign in to their booked class at reception at least 10 minutes before its start time. Failure to do this will be treated as a 'no show' and the booked space may be given to someone else.
- 5.5. Cancellation of a booking must be made on line no later than 2 hours before the Class starts. INSPIRE is unable to cancel bookings by email or telephone.
- 5.6. Any Member who regularly books online and fails to show up for class without cancelling will be blocked from booking online.
- 5.7. Anyone arriving on or after the start of the class will not be permitted into a Class.
- 5.8. Details of Class times at Studio may vary from time to time including cancellations of individual Classes. Class times will be available at the Studio or on the Website.

6. THE STUDIO

- 6.1. Classes start promptly at the advertised times. Members need to arrive at the Studios with enough time to change and enter the yoga studio before the class starts. Members arriving at reception once the instructor has started class will not be allowed to attend that class.
- 6.2. Members are entitled to use the Studios' facilities when attending a class and not as a place to shower before work nor used as a place to prepare for an evening out.
- 6.3. 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.
- 6.4. 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.
- 6.5. Members are requested to wear a form of dress appropriate to the practice of hot yoga. We recommend that Members wear stretch pants or shorts and a T-shirt or sports top. Underwear or clothing which goes transparent when wet will not be allowed.
- 6.6. Children under the age of 16 may only use the Studio and attend classes if accompanied by an adult and if prior approval has been given by INSPIRE.

7. HEALTH AND SAFETY

- 7.1. In the interests of safety and hygiene, no crockery or glass are permitted in the changing rooms or Studios. Only water is permitted in the Studios (no coloured drinks). No pets (with the exception of guide dogs), are permitted in the Studio building or grounds. Members must not walk around the Studio barefoot if they have verruca's or similar foot complaints. Please wear socks or indoor flip-flops.
- 7.2. Members must use the main entrance to the Studio building 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.
- 7.3. In the event of a fire, Members are asked to make their way to the nearest available exit.
- 7.4. Members are required to use a suitable towel for the purpose of covering their yoga mat in the Studio.
- 7.5. Smoking is forbidden in the Studio.
- 7.6. The consumption of alcohol is forbidden in the Studio.
- 7.7. INSPIRE may refuse access to the Studio to anyone who appears to be under the influence of drugs or alcohol.
- 7.8. It is the Member's responsibility to inform their instructor prior to a class starting if they have any injuries or are pregnant.
- 7.9. Members should be aware that heat and exercise can have effects on hydration, blood pressure, and heart rate. It is the Members responsibility to ensure they are capable of attending a Class and should consult their doctor prior to attending any Class.

8. NOTIFICATION AND COMMUNICATIONS

- 8.1. INSPIRE may communicate with the Member by electronic mail ("email"). By providing an email address to INSPIRE Hot Yoga, the Member consents to receiving email communications from INSPIRE Hot Yoga, 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. INSPIRE Hot Yoga will not be liable for any loss or damage suffered as a result of communicating with a Member by email.
- 8.2. Members are required to give notice to INSPIRE Hot Yoga 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 INSPIRE HOT Yoga.

9. COMPANY INFO

- 9.1. This site is owned and operated by INSPIRE Hot Yoga Limited a company formed in England with Company Number of 09108564 and with registered address of Beech Tree House, Bakers Lane, Maidenhead, SL6 6QQ.

10. APPLICABLE LAW

- 10.1. These Terms and Conditions and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the laws of England and Wales.