

Membership Terms and Conditions

Membership is an initial commitment from the date of joining until the following rate review and annually thereafter. Members are required to join for a minimum of three months after which they may resign in accordance with the rules governing termination.

Membership charges are subject to annual review, and members will be notified in writing of any changes in their subscription with a minimum of 2 weeks' notice.

In the event of subscriptions not being paid on the due date, access to My Pilates House premises may be refused and online services withdrawn until such time as payment is received. Non-payment will incur an administration fee of £50. If an overdue subscription is not paid within 14 days, the subscription for the remainder of your commitment period will become payable, in full. Once outstanding fees have been met in full, normal access rights will be reinstated.

At enrolment, members must declare any injury, illness or other health condition that may prevent them from using some or all of My Pilates House's facilities. Members are also required to report any changes to their health status that may subsequently prevent them from using some or all of the facilities and will only be permitted to return to exercise with approval if their doctor.

Membership suspension and early cancellation, will only be granted in the following circumstances on production of the specified 3rd party evidence:

- Pregnancy Medical confirmation
- Ill health or injury Doctor's letter
- Loss of livelihood Proof of Income Support or redundancy
- Relocation further than 20 miles from My Pilates House Third party proof of new address (e.g. utility bill)

All terminations requests, including early termination, must be made in writing (in the form of a letter, cancellation request or email) by giving not less than one calendar months' notice. For your own protection you should ensure that any such cancellation request is confirmed in writing from My Pilates House.



MY PILATES HOUSE MEMBERSHIP TERMS AND CONDITIONS

1.0 FEES AND CHARGES

Other than whilst within an initial 10 day cooling off period, membership subscription fees are non-refundable.

1. Fees Payable

Details of fees for your chosen category of membership are provided by My Pilates House at enrolment. Membership subscriptions are payable either in full for the commitment period, monthly via our booking system.

1.2 Cooling-off Period

Members changing their mind within 10 days of enrolment will be permitted to withdraw their application for membership, provided the request is made in writing. Should this clause be invoked, any fees paid towards membership of My Pilates House will be fully refunded. This condition will be strictly applied and no extensions to the 10 day period will be granted.

1.3 Direct Debits

The Company offers a monthly Direct Debit payment facility which is provided through TeamUp and Stripe. Should this arrangement be broken the balance of the subscription for the entire commitment period will become immediately payable in full.

1.4 Review of Charges

Membership charges are subject to annual review. The date on which the variation in charges takes place is known as the rate review date which is generally 1st April, unless otherwise notified.

1.5 Amendment of Charges

Members are notified in writing of any changes in their subscription with a minimum of two weeks' notice. Where the rate review date falls within a commitment period and the member is paying monthly the increased charge will apply.

1.6 VAT Charges

Where memberships include VAT, changes in the applicable rate may be made by the regulatory authority from time to time. The company reserves the right to pass on such changes at its discretion.

1.7 Missed Payments

Administrative and credit control process, in the event of missed payments.



1.7.1 Late Payment

In the event of subscriptions not being paid on the due date, access to My Pilates House premises may be refused and on-line services withdrawn until such time as payment is received.

1.7.2 Direct Debit Rejections - Insufficient Funds

Should a Direct Debit fail to be collected due to insufficient funds, a second attempt will be made to draw the overdue subscription within 10 working days. Should this second attempt also fail, an attempt to draw a double payment in the following month's Direct Debit collection will be made.

1.7.3 Direct Debit Cancellations

Should a Direct Debit fail to be collected due to cancellation, a letter will be sent requesting payment for current month together with a replacement mandate.

1.7.4 Non Payment

Non-payment will incur an administration fee, as published on My Pilates House website. If an overdue subscription is not paid within 14 days, the subscription for the remainder of your commitment period will become payable, in full. Once outstanding fees have been met in full, normal access rights will be reinstated.

1.7.5 Recovery Action

Continued failure to pay will result in My Pilates House using various methods of collection including the services of collecting agents and where necessary court action, to pursue recovery. Should this be the case, any costs associated with debt recovery will be added to the debt and become payable.

2.0 MEMBERSHIP CONDITIONS

2.1 Enrolment

A form of identification, which includes your signature and current address, will be required at the time of joining.

2.2 Bank Details

Members wishing to pay by Direct Debit will also need to provide confirmation of bank account details (e.g. Debit card).

2.3 Discretion to admit

My Pilates House reserves the right to reject an application for membership, or refuse admission, without ascribing any reason for doing so.

2.4 Basis of Contract



Signing the application form attached to My Pilates House Membership $-H \circ U s$ Terms and Conditions will form a legally binding contract between the member and **My Pilates House**.

2.5 Acceptance of Rules

In signing this agreement members agree to abide by these terms and conditions. **My Pilates House** reserves the right to amend these rules at any time. Notice of any change or update in rules will be published on My Pilates House website.

2.6 Health Status Duty to Advise

At enrolment, members must declare any injury, illness or other health condition that may prevent them from using some or all of My Pilates House facilities. Members are also required to report any changes in their health status that may subsequently prevent them from using some or all of My Pilates House facilities and will only be permitted to return to exercise with approval of their doctor.

2.7 Commitment

Membership of My Pilates House involves an ongoing commitment.

- 2.7.1 Members are required to join for a minimum period of twelve months.
- 2.7.2 Unless written notice is received, membership will continue beyond the initial minimum commitment period and be subject to the rules of suspension and termination.

2.8 Suspensions

Criteria and ongoing implications for membership suspension.

- 2.8.1 Membership suspension will only be granted in the following circumstances on production of the specified third party evidence:
 - Pregnancy Medical confirmation
 - Ill health or injury Doctor's letter
 - Loss of livelihood Proof of Income Support or redundancy
 - Relocation further than 20 miles from My Pilates House Third party proof of new address (e.g. Utility bill).
- 2.8.2 Suspensions must be requested in writing no less than 30 days before implementation and will not be granted retrospectively.
- 2.8.3 Suspension of membership will not be permitted until the first full month of membership has been completed and will be for a minimum of one month and a maximum of nine months.



- 2.8.4 A monthly suspension fee will be charged for all memberships.
- 2.8.5 Members suspending within commitment will have their commitment period extended for an equal period of time. In other words, the length of any suspension will be added to the end of the commitment period. At the point of reinstatement, the subscription will be charged at the prevailing rate.
- 2.9 Upgrading and Downgrading

Criteria for changing membership category.

- 2.9.1 Requests for changes to membership categories must be made in writing to hello@mypilateshouse.co.uk by 25th of the month prior to the change taking effect.
- 2.9.2 Studio Membership may be upgraded at any time on payment at the appropriate rate.
- 2.9.3 Studio Membership can only be downgraded after the first 12-month period of membership, upon one month's written notice.
- 2.10 Termination

Conditions for when and how to terminate membership.

- 2.10.1 Monthly memberships may be terminated at any time after the first three months of membership unless a suspension has taken place within that time. In which case termination cannot be activated until full commitment (including extended period) in the chosen category of membership has been served.
- 2.10.2 Early termination will only be granted in the following circumstances on production of the specified third-party evidence:
 - Pregnancy Medical confirmation
 - Ill health or injury Doctor's letter
 - Loss of livelihood Proof of Income Support or redundancy
 - Relocation further than 20 miles from My Pilates House Third party proof of new address (e.g. Utility bill).
- 2.10.3 All terminations requests, including early termination, must be made in writing (in the form of a letter, cancellation request form or email) by giving not less than one calendar months' notice. For your own protection you should ensure that any such cancellation request is confirmed in writing by My Pilates House.
- 2.10.4 **My Pilates House** reserves the right to refuse admission and/or expel any member if, in its opinion, that person has caused nuisance, annoyance, offence or a breach of rules.



2.11 Personal Information

2.11.1 Privacy Policy

We take your privacy seriously and will only use your personal information to administer your account and to provide the service and the products you have requested from us. However, from time to time we would like to contact you with details of other offers and services we provide. You will be asked to give your consent to receiving such communication and will have the option to opt out at any time.

2.12 Liability

Loss and personal injury clauses.

- 2.12.1 All members, and their guests, use facilities at their own risk and **My Pilates House** will accept no responsibility for any accident, illness or injury, whilst on its premises, howsoever caused, other than liability arising from negligence of **My Pilates House** or its staff.
- 2.12.2 Any member or guest who suffers injury or accident on **My Pilates House** premises must immediately report the incident, and the circumstances under which it occurred, to a member of staff.
- 2.12.3 Liability for loss or damage to property of members and their guests, including property stored in lockers, vehicles and their contents, motorcycles and bicycles, parked or left on studio premises, is strictly limited to any loss suffered as a result of negligence of **My Pilates House** or its staff.
- 2.13 General Conditions

Other general conditions.

- 2.13.1 No food or drink, alcoholic or otherwise, may be brought into and consumed on the premises.
- 2.13.2 Members must advise **My Pilates House** immediately of any change to their personal details, including change of name, home address, e-mail address and contact telephone numbers.
- 2.13.3 Members and guests should comply with any reasonable request from the staff to facilitate the smooth operation of My Pilates House, its facilities and for the convenience of the membership at large.
- 2.14 My Pilates House will be closed on Bank Holidays and over the Christmas period with a reduced timetable through August. The Christmas shut-down dates will be communicated with members no less than two weeks in advance of the closure.



2.15 As a studio member you agree to being respectful of the property and $-H \circ U \circ U$ other businesses on-site, parking in the guest parking spaces only and driving with care and attention on the property. You agree to ensuring you turn up for class at the correct time and are not late.