

FASCIAL SOUL TERMS AND CONDITIONS

FASCIAL SOUL LTD (Company Number 17027304) of c/oThe Accountancy Partnership Suite 5, 5th Floor, City Reach, 5 Greenwich View Place, London, E14 9NN (“we” or “us”)

Agreement

1. Please ensure that you read this agreement carefully, as not only does it form the legal relationship between us, but it also provides useful information about the practical side of your sessions. When you sign this agreement (or if you fail to do so, by attending the first session) this document will constitute a legally binding agreement between us.

Your health

2. We are not medical professionals and cannot advise on whether you should join the sessions or not. If you have any concerns at all about your health and undertaking the classes, you should consult your doctor or other medical professional. You should notify us at the outset of any medical conditions that you have or any concerns that you have about participating in the sessions. If we have concerns about your health and/or ability to participate in the sessions, we may require you to stop the session. If you feel uncomfortable with anything during the session, feel unwell or in pain, it is your responsibility to alert the Instructor as soon as possible.

3. Please be aware that Rossiter Stretching Technique involves the application of weight from the Practitioner/Coach via their foot or arm, and accept that the Practitioner/Coach will have to apply this weight in order to do the treatment. As the client, you are responsible for informing the Practitioner/Coach of the extent of the weight tolerated and to clearly state ‘stop’ to the Practitioner/Coach when the weight has reached the appropriate level.

It is important not exceed the limits of any activity that you are accustomed to for 48 hours post the session, nor start any new physical activities in this time frame.

Suitable attire

4. You must attend the session wearing suitable attire for the session; socks for use on the equipment and clothing that allows movement and is free from zips, buttons etc that can damage the equipment. If you do not do so, we reserve the right to require you to leave the class.

Classes and cancellations

5. Our pilates sessions are scheduled for 50 minutes. The sessions are all private and will take place at the times and on the dates scheduled at mutually convenient times. We reserve the right to change our availability and scheduled sessions and will provide you with as much notice as possible of this. Please ensure that your email address and other contact details are up to date at all times and email us at info@fascialsoul.co.uk if you need to provide us with updated details.

6. All sessions will take place at The Fascial Soul Studio, Dickleburgh unless you are notified otherwise.

7. It is very important that you arrive at the sessions on time. Please plan to arrive early in case of heavy traffic or some other delaying factor. Unfortunately, if you arrive late for your session, we will not be able to continue past the scheduled end time nor provide you with a refund. You may not assign your place in a class to another person, unless by prior arrangement. To allow privacy for other clients please wait in your car or outside the studio until invited in.

8. We may ask you to complete a questionnaire before we meet for the first time and at other times during our sessions. It is very important that you answer these questions honestly and completely as these answers will be the foundation for our sessions.

9. If you need to cancel a session, you may do so without charge if you provide at least 12 hours' notice to us. You must give us this notice by calling 07540607242. If you provide less than 12 hours' notice of cancellation or miss a session, you will be charged the full payment for that session.

10. Although the Consumer Protection (Distance Selling) Regulations 2000 ("Regulations") may apply to the provision of services provided under this agreement, you agree that we may commence the performance of the services before the end of the 14 day cancellation period referred to in the Regulations. If we have already started work on the services by the time you cancel the agreement, you agree to pay us any costs we have reasonably incurred in starting to perform the services. If we have provided the services in full before the expiry of the cancellation period, then you lose the right to cancel. If you cancel this agreement and we have not commenced performance of the services and you have made any payment in advance for services that have not been provided to you, we will refund these amounts to you. Subject to the above, you may cancel this agreement at any time within the cancellation period by using the Form of Cancellation set out in the Appendix to this Agreement.

11. If you bring your personal belongings to sessions, you are responsible for their safety and we shall not be liable for any loss, damage or destruction to such belongings.

Fees and payments

12.1 We will charge you:

Pilates session £48 per session including VAT where applicable.

Pain Therapy including Neural Reset Therapy (NRT), Rossiter Stretching Technique(RST) or a combination

New Client £65 per session including VAT where applicable.

Existing Client £50 per session including VAT where applicable.

This is payable in advance of the session and if payment has not been received in cleared funds prior to the session, we will not proceed with the session . We may charge you for blocks of classes in advance.

12.2 We may increase our fees from time to time notice of this will be given 1 month prior to the increase.

Data Protection

13. We comply with data protection laws in relation to your personal data. Please see our Privacy Notice [<https://fascialsoul.co.uk/wpautoterms/privacy-policy/>] for details of how we use your personal data.

14. We are the owner or the licensee of all Intellectual Property Rights and all other rights in the materials and content that we use within the session and nothing in this agreement or otherwise shall operate to transfer the ownership of the Intellectual Property Rights in such material or content to you or to any other. You may not at any time copy, reproduce, publish in any form, share, sell, dispose of or otherwise make available to a third party in any way any of the content or materials that we use in the classes. We grant to you a limited, non-exclusive, non-transferable, non-sub licensable revocable licence to use all or any of the content or material used in the classes for the purposes for which the classes were provided only.

15. You may not without our prior written consent make any audio and/or visual recordings of all or any part of our classes. We may make audio and/or visual recordings of our classes with your permission.

Liability – READ THIS SECTION CAREFULLY

16. Nothing in this agreement shall limit liability for death or personal injury caused by negligence or by fraud or fraudulent misrepresentation or for any matter for which liability cannot be legally excluded or limited.

17. The services shall be provided with due care, skill and ability. Other than this, all warranties and representations are excluded to the fullest extent permitted by law. You must make us aware of any medical

condition that may impact upon your ability to participate in the classes or that may impact on your health in the classes.

18. There shall be no liability for any loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of corruption of data or information or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses suffered or incurred by you as a result of you entering into this agreement.

19. Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this agreement shall in all circumstances be limited to the total price paid by you for the sessions in the 12 months preceding any claim.

20. If we are prevented from or delayed in performing my obligations by your act or omission or by any circumstance outside of my control, we shall not be liable to you for any costs, charges or losses sustained or incurred by you that arise directly or indirectly from such prevention or delay.

21. The provisions of this liability section shall survive termination of this agreement.

Termination

22. We may terminate this agreement at any time on immediate notice to you. If we do so, we will provide a pro rata refund for any Sessions that have not been used at the time of termination. You may terminate this agreement on 30 days' written notice if we are in material breach of any of the terms of this agreement and following your notice of such breach have not remedied such breach within 30 days of such notice. You may also terminate this agreement on 7 days' notice if we increase our fees in excess of the amount provided for in clause 12.2 above.

General

23. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

I hereby agree to these terms and conditions

.....

Signature

Date.....

APPENDIX

MODEL CANCELLATION FORM

(Complete and return this form only if you wish to withdraw from the contract)

To [TRADER'S NAME, ADDRESS, TELEPHONE NUMBER AND, WHERE AVAILABLE, FAX NUMBER AND E-MAIL ADDRESS TO BE INSERTED BY THE TRADER]

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate