
TERMS OF SALE – MYPILATES LONDON LIMITED

BACKGROUND:

These Terms of Sale, together with any and all other documents referred to herein, set out the terms under which Sessions, accessed via Plans, is sold by Us to consumers through this website, www.mypilateslondon.com and/or Our app (collectively “Our Site”). Please read these Terms of Sale carefully and ensure that you understand them before purchasing a Plan. You will be required to read and accept these Terms of Sale when ordering a Plan. If you do not agree to comply with and be bound by these Terms of Sale, you will not be able to purchase a Plan and access Sessions through Our Site and/or in the Studio. These Terms of Sale, as well as any and all Contracts are in the English language only.

1. Definitions and Interpretation

1.1 In these Terms of Sale, unless the context otherwise requires, the following expressions have the following meanings:

“Booking System”	Means a facility on Our Site where you can reserve your space for participation in scheduled Sessions either live in the Studio or in the digital transmissions as available;
“Commencement Date”	means the date We send you a Plan Confirmation;
“Contract”	means a contract for the purchase of a Plan to access Sessions, as explained in Clause 6;
“Expiration Date”	means the last day Sessions included in a Plan can be used by you as provided in Clause 8.4;
“Plan”	means a time limited and personal right to participate in a certain number of Sessions; e.g., a single, 10, 20 or 30 Sessions;
“Plan Confirmation”	means our acceptance and confirmation of your purchase of a Plan;
“Plan ID”	means the reference number for your Plan;
“Sessions”	means a) Pilates classes made available live in the Studio; and b) the digital transmissions either as live streams or recorded Pilates classes made available by Us through Our Site;
“Studio”	means The Studio, 56 Putney High Street, London, SW15 1SF, United Kingdom;
“Studio Rules”	means at set of regulations available at the Studio relating to the use of the Studio and all facilities and equipment of the Studio by Our members including you as provided in Clause 14; and

“We/Us/Our”

means MYPILATES LONDON Limited.

2. Information About Us

- 2.1 Our Site and the Studio is operated by MYPILATES LONDON Limited, a limited company registered in England and Wales under company number 08227464, whose registered address is St James House, Austenwood Lane, Austenwood Common, Gerrards Cross, Buckinghamshire, SL9 8SG, United Kingdom, and with trading address at The Studio, 56 Putney High Street, London, SW15 1SF, United Kingdom.
- 2.2 Our VAT number is N/A.

3. Age Restrictions

Consumers may only purchase Plans and access Sessions if they are at least 18 years of age. If you are not 18 years of age you will need to get your guardian's permission and Our acceptance, which may not be provided in our sole discretion.

4. Business Customers

These Terms of Sale only apply to private consumers and do not apply to business customers purchasing Plans for staff. Please talk to Our management for further information about Plan terms for business customers.

5. Plans, Sessions, Pricing and Availability

- 5.1 We make all reasonable efforts to ensure that all descriptions of Plans and Sessions available from Us correspond to the actual Plan and Sessions that you will receive.
- 5.2 We may from time to time change Our prices. Changes in price will not affect any Plan that you have already purchased but will apply to any subsequent or new Plan. We will inform you of any change in price at least 14 days before the change is due to take effect.
- 5.3 Minor changes may, from time to time, be made to certain Sessions, for example, to address technical or security issues. These changes will not alter the main characteristics of the Sessions and should not normally affect your use of that Sessions. However, if any change is made that would affect your use of the Sessions, suitable information will be provided to you.
- 5.4 In some cases, as described in the relevant descriptions of the Sessions, We may also make more significant changes to the Sessions. If We do so, We will inform you at least 14 days before the changes are due to take effect.
- 5.5 Where any updates are made to Sessions, that Sessions will continue to match Our description of it as provided to you before you purchased your Plan to access the Sessions. Please note that this does not prevent Us from enhancing the Sessions, thereby going beyond the original description.
- 5.6 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of going online. Changes in price will not affect any order that you have already placed (please note sub-Clause 5.11 regarding VAT, however).

- 5.7 All prices are checked by Us before We accept your order. In the unlikely event that We have shown incorrect pricing information, We will contact you in writing to inform you of the mistake. If the correct price is lower than that shown when you made your order, we will simply charge you the lower amount and continue processing your order. If the correct price is higher, We will give you the option to purchase the Plan at the correct price or to cancel your order (or the affected part of it). We will not proceed with processing your order in this case until you respond. If We do not receive a response from you within 3 days, We will treat your order as cancelled and notify you of this in writing.
- 5.8 If We discover an error in the price or description of your Plan after your order is processed, We will inform you immediately and make all reasonable efforts to correct the error. You may, however, have the right to cancel the Contract if this happens. If We inform you of such an error and you do wish to cancel the Contract, please refer to sub-Clause 12.4.
- 5.9 If the price of a Plan that you have ordered changes between your order being placed and Us processing that order and taking payment, you will be charged the price shown on Our Site at the time of placing your order.
- 5.10 Plans may be upgraded to a higher number of Sessions at any time but Plans cannot be downgraded to fewer Sessions than the number originally purchased as part of the Plan.

6. Orders – How Contracts Are Formed

- 6.1 Our Site will guide you through the process of purchasing a Plan. Please ensure that you have checked your order carefully before submitting it.
- 6.2 If, during the order process, you provide Us with incorrect or incomplete information, please contact Us as soon as possible. If We are unable to process your order due to incorrect or incomplete information, We will contact you to ask to correct it. If you do not give us the accurate or complete information within a reasonable time of Our request, We will cancel your order and treat the Contract as being at an end. We will not be responsible for any delay in the availability of Sessions that results from you providing incorrect or incomplete information.
- 6.3 No part of Our Site constitutes a contractual offer capable of acceptance. Your order to purchase a Plan constitutes a contractual offer that We may, at Our sole discretion, accept. Our acceptance is indicated by Us sending you a Plan Confirmation by email. Only once We have sent you a Plan Confirmation will there be a legally binding Contract between Us and you.
- 6.4 Plan Confirmations shall contain the following information:
 - 6.4.1 Confirmation of the Plan ordered including full details of the main characteristics of the Plan and Sessions available as part of it;
 - 6.4.2 Fully itemised pricing for your Plan including, where appropriate, taxes, and other additional charges;
 - 6.4.3 The Expiration Date of your Plan;
 - 6.4.4 Confirmation of your acknowledgement that the Sessions will be made available to you immediately and that you will lose your legal right to change your mind and cancel upon accessing the Sessions as detailed below in sub-Clause 11.1;

- 6.5 In the unlikely event that We do not accept or cannot fulfil your order for any reason, We will explain why in writing. No payment will be taken under normal circumstances.
- 6.6 Any refunds under this Clause 6 will be issued to you as soon as possible, and in any event within 14 calendar days of the day on which the event triggering the refund occurs.
- 6.7 Refunds under this Clause 6 will be made using the same payment method that you used when purchasing your Plan.

7. Payment

- 7.1 Payment for Plans must always be made in advance. Your chosen payment method will be charged when we process your order and send you a Plan Confirmation (this usually occurs immediately and you will be shown a message confirming your payment).
- 7.2 Participation in some Sessions may require payment of additional fees over and above your Plan; if applicable, supplementary payment must be made in advance at the time of booking.
- 7.3 We accept the following methods of payment on Our Site:
 - 7.3.1 VISA;
 - 7.3.2 Master Card;
 - 7.3.3 American Express;
 - 7.3.4 Bank transfer.
- 7.4 If you do not make any payment due to Us on time, We will suspend your access to the Sessions. For more information, please refer to sub-Clause 8.5. If you do not make payment within 3 days of Our reminder, We may cancel the Contract. Any outstanding sums due to Us will remain due and payable.
- 7.5 If your Plan is not paid on time We may charge you a late payment fee of £15.
- 7.6 If you believe that We have charged you an incorrect amount, please contact Us using the contact details provided in Clause 15 as soon as reasonably possible to let us know.

8. Provision of Sessions

- 8.1 Sessions appropriate to your Plan will be available to you to book in the Booking System from the Commencement Date and will continue to be available for the duration of your Plan until the Expiration Date, or until you end the Contract.
- 8.2 Participation in particular Sessions must be booked in the Booking System in advance, and places are allocated on a strictly first-come-first-served basis.
- 8.3 We must follow all public guidelines and regulations including but not limited to public health guidelines, and We cannot guarantee that live Sessions in the Studio are possible at all times.
- 8.4 When you place an order for a Plan, you will be required to expressly acknowledge that you wish the Sessions to be made available to you immediately. You will also be required to expressly acknowledge that by accessing the Sessions (e.g. by downloading, streaming or participating live in

the Studio), you will lose your legal right to cancel if you change your mind (the “cooling-off period”). Please see sub-Clause 11.1 for more information.

- 8.5 Your Plan is valid only from the Commencement Date until the Expiration Date, and no Sessions included in an expired Plan can be taken after the Expiration Date.
- 8.6 Plans are time limited and if all Sessions included in a Plan are not used within the period of validity attached to the Plan the Sessions will expire and you will get no refund for Sessions you have not used before or on the Expiration Date.
- 8.7 Expiration Dates are as follows:
 - 8.7.1 Plan of 10 Sessions: 4 months from Commencement Date.
 - 8.7.2 Plan of 20 Sessions: 8 months from Commencement Date.
 - 8.7.3 Plan of 30 Sessions: 10 months from Commencement Date.
- 8.8 In some limited circumstances, We may need to suspend, cancel or re-schedule the provision of Sessions (in full or in part) including but not limited to one or more of the following reasons:
 - 8.8.1 To fix technical problems or to make necessary technical changes;
 - 8.8.2 To update the Sessions to comply with relevant changes in physical and/or regulatory requirements;
 - 8.8.3 If any of Our Pilates Instructors for any reasons are prevented from supervising scheduled Sessions.
- 8.9 If We need to suspend availability of the Sessions for any of the reasons set out in sub-Clause 8.6, We will inform you in advance of the suspension and explain why it is necessary (unless We need to suspend availability for urgent or emergency reasons such as a dangerous problem with the Sessions, in which case We will inform you as soon as reasonably possible after suspension). You will not be charged for suspended Sessions and your Plan’s Expiration Date will be extended by a period equivalent to the length of the suspension (unless the period of suspension is less than two weeks).
- 8.10 We may suspend provision of the Sessions if We do not receive payment on time from you. We will inform you of the non-payment on the due date, however if you do not make payment within 3 days of Our notice, We may suspend provision of the Sessions until We have received all outstanding sums due from you. If We do suspend provision of the Sessions, We will inform you of the suspension.
- 8.11 if you wish to cancel your participation in a Session you have booked, you must do so with minimum 24 hours’ notice; failing to do so you will be charged for the Session.
- 8.12 Any refunds under this Clause 8 will be issued to you as soon as possible, and in any event within 14 calendar days of the day on which the event triggering the refund occurs.
- 8.13 Refunds under this Clause 8 will be made using the same payment method that you used when purchasing your Plan.

9. Licence

- 9.1 When you purchase a Plan to access Sessions, We will grant you a limited,

non-exclusive, non-transferable, non-sublicensable licence to access and use the relevant Sessions for personal, non-commercial purposes. The licence granted to you does not give you any rights in Our Sessions (including any material that We may licence from third parties).

- 9.2 The licence granted to you under sub-Clause 9.1 is subject to the following usage restrictions and/or permissions: You may not copy, rent, sell, publish, republish, share, broadcast or otherwise transmit the Sessions (or any part of it) or make it available to the public except as permitted under the Copyright Designs and Patents Act 1988 (Chapter 3 'Acts Permitted in relation to Copyright Works').

10. Problems with Digitally Transmitted Sessions

- 10.1 By law, We must provide digital content, i.e., the digital transmissions either as live streams or recorded Pilates classes made available by Us through Our Site, that is of satisfactory quality, fit for purpose, and as described. If any Sessions available through your Plan does not comply, please contact Us as soon as reasonably possible to inform Us of the problem. Your available remedies will be as follows:
- 10.1.1 If the Sessions has faults, you will be entitled to a repair or a replacement.
 - 10.1.2 If We cannot fix the problem, or if it has not been (or cannot be) fixed within a reasonable time and without significant inconvenience to you, you may be entitled to a full or partial refund.
 - 10.1.3 If you can demonstrate that the fault has damaged your device or other digital content belonging to you because We have not used reasonable care and skill, you may be entitled to a repair or compensation. Please refer to sub-Clause 13.3 for more information.
- 10.2 Please note that We will not be liable under this Clause 10 if We informed you of the fault(s) or other problems with particular Sessions before you accessed it and it is that same issue that has now caused the problem (for example, if the Sessions in question is an alpha or beta version and We have warned you that it may contain faults that could harm your device or other digital content); if you have purchased the Sessions for an unsuitable purpose that is neither obvious nor made known to Us and the problem has resulted from your use of the Sessions for that purpose; or if the problem is the result of misuse or intentional or careless damage.
- 10.3 If there is a problem with any digitally transmitted Sessions, please contact Us using the contact details provided in Clause 15 to inform Us of the problem.
- 10.4 Refunds (whether full or partial, including reductions in price) under this Clause 10 will be issued within 14 calendar days of the day on which We agree that you are entitled to the refund.
- 10.5 Refunds under this Clause 10 will be made using the same payment method that you used when purchasing your Plan.
- 10.6 For further information on your rights as a consumer, please contact your local Citizens' Advice Bureau or Trading Standards Office.

11. Cancelling Your Plan

- 11.1 If you are a consumer, by default you have a legal right to a "cooling-off"

period within which you can cancel the Contract for any reason, including if you have changed your mind, and receive a refund. The period begins once We have sent you your Plan Confirmation (i.e. when the Contract between you and Us is formed) and ends when you access (e.g. download or stream) the Sessions, or 14 calendar days after the date of Our Plan Confirmation, whichever occurs first.

- 11.2 After the cooling-off period, you may cancel your Plan at any time, however subject to sub-Clause 11.3 and Clause 12, We cannot offer any refunds and you will continue to have access to the Sessions for the remainder of your current Plan (up until the Expiration Date, as applicable), whereupon the Contract will end.
- 11.3 If you purchase a Plan by mistake (or allow your Plan to renew by mistake), please inform Us as soon as possible and do not attempt to access any Sessions. Provided you have not accessed any Sessions since the start date (or renewal date, as appropriate) of the Plan We will be able to cancel the Plan and issue a full refund. If you have accessed any Sessions once the Plan has started, We will not be able to offer any refund and you will continue to have access to the Sessions for the remainder of the Plan (up until the Expiration Date, as applicable).
- 11.4 If you wish to exercise your right to cancel under this Clause 11, you may inform Us of your cancellation in any way you wish by contacting Us using the contact details provided in Clause 15. In each case, providing Us with your name, email address, telephone number and Plan ID.
- 11.5 We may suspend or cancel your Plan at any time and for any and no reason; and We shall in such case refund a pro-rated amount of the purchase price for your Plan.
- 11.6 Notwithstanding the foregoing We shall not refund you any part of the purchase price if your Plan has been cancelled by Us due to you having committed a) a material breach of the Contract and/or these Terms of Sale and/or the Studio Rules; or b) a series of minor breaches of the Contract and/or these Terms of Sale and/or the Studio Rules and have failed to comply with Our reasonable requests to remedy those breaches.
- 11.7 Refunds under this Clause 11 will be issued to you as soon as possible, and in any event within 14 calendar days of the day on which you inform Us that you wish to cancel.
- 11.8 Refunds under this Clause 11 will be made using the same payment method that you used when purchasing your Plan.

12. Your Other Rights to End the Contract

- 12.1 If We inform you of an error in the price or description of your Plan or the Sessions and you wish to end the Contract as a result, you may end it immediately. If you end the Contract for this reason, We will issue you with a full refund.
- 12.2 You may also have a legal right to end the Contract at any time if We are in material breach of it. You may be entitled to a full or partial refund and compensation. For more details of your legal rights, please refer to your local Citizens Advice Bureau or Trading Standards Office.
- 12.3 Refunds under this Clause 12 will be made within 14 calendar days of the date on which your cancellation becomes effective, using the same payment

method that you used when purchasing your Plan.

- 12.4 If you wish to exercise your right to cancel under this Clause 12, you may inform Us of your cancellation in any way you wish by contacting Us using the contact details provided in Clause 15. In each case, providing Us with your name, email address, telephone number and Plan ID.

13. Our Liability

- 13.1 To the fullest extent permissible by law, We accept no liability for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) Our Site, your Plan, the Sessions or the use of or reliance upon any content included on or transmitted via Our Site.
- 13.2 To the fullest extent permissible by law, We exclude all representations, warranties, and guarantees (whether express or implied) that may apply to Our Site or any Content included on or transmitted via Our Site.
- 13.3 We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of Our Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.
- 13.4 We will not be responsible if something outside our control happens, including but not limited to acts of God, fires, pandemics, natural disasters, and that prevents us from delivering the Sessions. You accept that we are not liable for the consequences of such failure to delivering the Sessions. If such an event does happen We will inform you as soon as possible resume the provision of the Sessions as soon as We can.
- 13.5 Our Sessions is intended for non-commercial use only. We make no warranty or representation that the Sessions is fit for commercial, business or industrial use of any kind. We will not be liable to you for any loss of profit, loss of business, interruption to business, or for any loss of business opportunity.
- 13.6 If, as a result of Our failure to exercise reasonable care and skill, any digital content, i.e., the digital transmissions either as live streams or recorded Pilates classes made available by Us through Our Site, damages your device or other digital content belonging to you, We may either repair the damage or pay you appropriate compensation. Please note that We will not be liable under this provision if:
- 13.6.1 We have informed you of the problem and provided a free update designed to fix it, but you have not applied the update; or
- 13.6.2 The damage has been caused by your own failure to follow Our instructions; or
- 13.6.3 Your device does not meet any relevant minimum system requirements that We have made you aware of.
- 13.7 Nothing on or transmitted via Our Site or communicated by Us to you in other ways constitutes advice on which you should rely and it is provided for general information purposes only.
- 13.8 Because we cannot know and understand your personal circumstances, we cannot guarantee that any suggestion in any material We provide through Our

Site or by other means of communication will cause any specific outcome and any and all such material is provided by way of general suggestion only and not in any form of warranty on Our part as to any outcome you may achieve.

- 13.9 We cannot guarantee that any of Our staff will provide any particular level of service, be always on time, be able to accommodate all or any of your specific requirements or be able to provide any of the specific services advertised.
- 13.10 Nothing in these Terms of Sale seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 13.11 Nothing in these Terms of Sale seeks to exclude or limit your legal rights as a consumer. For more details of your legal rights, please refer to your local Citizens Advice Bureau or Trading Standards Office.
- 13.12 YOUR PARTICIPATION IN ON-LINE SESSIONS REQUIRES YOU TO BEFORE EACH SESSION ACCEPT OUR DISCLAIMER AND WAIVERS OF LIABILITY WHICH READS AS FOLLOWS:

By performing any fitness exercises without supervision, you are performing them at your own risk. Regular exercise is safe for most people and is good for you; however, some people including but not limited to people with a history of health problems or any previous injuries should check with their doctor or health professional before they start to become more physically active. If you choose to exercise to this live online session or recorded video session you do so at your own risk and acknowledge that the exercises can carry an inherent risk of physical injury. If at any time you feel you are exercising beyond your current fitness abilities, or you feel discomfort or pain of any sort you should discontinue exercising immediately.

MYPILATES LONDON LTD and all directors and staff of MYPILATES LONDON LTD disclaim any and all liabilities for claims resulting from your failure to comply with these warnings, the correct performance of the exercises and/or any instructions and advice provided in this live online session or recorded video. This extends to any live or pre-recorded sessions conducted via Zoom, or any other online portals or third-party apps.

14. Session Rules

- 14.1 Access for you to the Studio requires you to abide by the Studio Rules at all times during your stay at the Studio.
- 14.2 The Studio Rules are available at the Studio.
- 14.3 If a Session requires special clothing, footwear or other items We shall inform you in advance.
- 14.4 You must arrive at least 5 minutes before the scheduled time of the Sessions (both in the Studio and digitally streamed Sessions); later arrival may lead to you losing your place in the Session without any refunds.
- 14.5 If a Session requires warm-up, you can only participate in the Session if you have done the warm-up, and if you fail to comply with this requirement we may exclude you from the Session without any refunds.
- 14.6 If you arrive at a Session and We are of the reasonable opinion that you need a medical assessment before you can take part in the Session, you must pay Our standard fee for such assessment and no refund shall be given if an extra fee has been paid and you refuse to undergo such assessment.

14.7 YOUR PARTICIPATION IN SESSIONS IS AT YOUR OWN RISK, AND YOU MUST NOT TAKE PART IN ANY SESSIONS OR USE ANY OF OUR FACILITIES OR SERVICES IF YOU HAVE ANY CONCERNS ABOUT YOUR MEDICAL AND/OR HEALTH CONDITION.

15. Contacting Us

If you wish to contact Us, please contact Us by telephone at +44(0) 7738 711 100, by email at info@mypilateslondon.com or by post at The Studio, 56 Putney High Street, London, SW15 1SF, United Kingdom

16. How We Use Your Personal Information (Data Protection)

16.1 All personal information that We may use will be collected, processed, and held in accordance with UK data protection law.

16.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Policy <<insert link to Privacy Policy>>.

17. Other Important Terms

17.1 We may transfer (assign) Our obligations and rights under these Terms of Sale (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms of Sale (and the Contract) will not be affected and Our obligations under these Terms of Sale (and the Contract) will be transferred to the third party who will remain bound by them.

17.2 You may not transfer (assign) your Plan and your obligations and rights under these Terms of Sale (and under the Contract) without Our express written permission.

17.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms of Sale.

17.4 If any of the provisions of these Terms of Sale are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that/those provision(s) shall be deemed severed from the remainder of these Terms of Sale. The remainder of these Terms of Sale shall be valid and enforceable.

17.5 No failure or delay by Us in exercising any of Our rights under these Terms of Sale means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms of Sale means that We will waive any subsequent breach of the same or any other provision.

17.6 We may revise these Terms of Sale from time to time, and the latest version of the Terms of Sale supersede any previous versions and represent the entire understanding between the parties..

18. Law and Jurisdiction

18.1 These Terms and Conditions, and the relationship between you and Us

(whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.

- 18.2 If you are a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 17.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 18.3 If you are a consumer, any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.
- 18.4 If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England & Wales.

www.mypilateslondon.com

Last update: 5th March 2021