

## AT THE CHAPEL WELLNESS STUDIOS

### TERMS AND CONDITIONS

#### 1 Definitions, interpretation and general

1.1 In these Terms and Conditions, the following definitions apply:

**Company** means The Chapel Wellness Studio

**Member** means any person who has completed and submitted to the Company a Registration Form, and whose registration has been accepted by the Company

**Momence App** means the mobile application provided by Momence, Inc. through which Studio sessions can be booked and Users may register

**Privacy Policy** means the privacy policy of the Company from time to time available on the Website and upon request

**Registration Form** means a registration form to register with the Company (obtained via email or Momence App)

**Registration Process** has the meaning given in paragraph 2.1

**Studio** means the Company's studio at 61 Watling St, Towcester NN12 6AG

**Terms and Conditions** means these terms and conditions

**User** means any person aged 16 or over who is using the Website/Momence app

**Website** means the website of the Company at [www.thechapelwellness.com](http://www.thechapelwellness.com), including any sub-domains of such website

1.2 References in these Terms and Conditions to the singular will include the plural and vice versa and references to the

masculine gender will include the feminine gender and vice versa.

1.3 These Terms and Conditions together with the Privacy Policy constitute the entire agreement between the Company and the User and/or Member in relation to the use of the Studio and/or Website.

1.4 Any Member or User using the Momence App will be bound by any terms and conditions relating to the Momence App from time to time and should have due regard to such terms and conditions.

1.5 The Company reserves the right to amend, vary and/or revoke these Terms and Conditions from time to time as it considers necessary or desirable. Any such changes will be notified to Members and will be binding upon Members.

1.6 If any provision of these Terms and Conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, all other provisions will continue in full force and effect.

The Chapel Wellness Studios is a limited liability company registered in England

Registered Office: 61 Watling St, Towcester NN12 6AG

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1.7 The Company may assign the benefit of the Registration Process and/or the membership of any Member to a third party at any time without notice to the relevant Member.

1.8 By providing an email address to the Company, a Member consents to receiving email communications from the Company, including notices pursuant to the Terms and Conditions. The relevant Member also accepts the risk that email may not always be a secure and confidential means of communication. The Company will not be liable for any loss or damage suffered as a result of communicating with a Member by email.

1.9 A person who is not a party to the Registration Process has no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of these Terms and Conditions or of the Registration Process.

1.10 These Terms and Conditions (including any non-contractual obligations arising in connection with them) will be governed by the laws of England and Wales and are subject to the exclusive jurisdiction of the English courts.

## **2 Membership**

2.1 In order to become a Member, a person must complete and submit to the Company a Registration Form, and such form must be accepted by the Company (Registration Process).

2.2 Any person completing and submitting a Registration Form agrees to these Terms and Conditions, a copy of which is provided alongside the Registration Form.

2.3 The Company reserves the right to refuse, in its absolute discretion, the registration of any person as a Member.

2.4 If any Member brings a guest to the Studio to participate in a session, that guest must, before being permitted to participate in the relevant session, become a Member in accordance with and subject to these Terms and Conditions.

2.5 All Members must be aged 16 or over, save that persons aged 16 or 17 are permitted to become Members subject to them providing express written consent from a parent or legal guardian and will be permitted to attend the Studio to participate

in sessions provided that:

(a) they are accompanied by a parent or legal guardian; and

(b) it is believed, by the Company in its sole discretion, that participating in the relevant session is of genuine benefit

to them.

2.6 Children under the age of 16 will not be permitted to attend any sessions at The Chapel Wellness Studios.

2.7 Members must give notice to the Company of any change of address. In the absence of such notice, all communications will be assumed to have been received by the Member within five days of mailing to the last address notified to the Company.

## **3 Payment terms**

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3.1 Prices of sessions and gift certificates will be determined by the Company from time to time and details will be available from the Studio and on the Website and on the Mومence App.

3.2 A Member may not attend any session at the Studio without first booking and paying for the relevant session unless using a direct debit payment plan.

3.3 Payments for sessions are only refundable if processed 24 hours prior to the booked session/class.

3.4 No person may use a gift certificate without first becoming a Member.

#### 4 Rolling Memberships/Direct Debits | Weekly/Monthly

##### **Class Passes**

Class passes are a one-off payment and do not renew automatically.

Upon purchase of memberships or class passes, terms will be reiterated in your confirmation e mail, if you do not receive this after purchase, please check your junk folder and then your settings on your account, you may have turned off the 'e mail' notification settings.

Class passes have an expiry of 12 weeks.

We take this opportunity to reiterate, in order to cancel your rolling membership, you must e mail [admin@tehchapelwellness.com](mailto:admin@tehchapelwellness.com) before your renewal date. If you are unsure of your renewal date, this can be found by logging onto your account or through the Mومence app.

Our T&C's are clearly stated throughout our website & Mومence app, it is your responsibility to ensure you understand our policies. If you have any questions at all, please do not hesitate to e mail the office on

[admin@thechapelwellness.com](mailto:admin@thechapelwellness.com)

##### **5 Bookings and cancellations**

5.1 A Member may only book or reschedule sessions for themselves, with any such booking or rescheduling being done via the booking facility on the Website or the Mومence App. In the event that a Member has any issue with internet access, Studio staff may be able to assist with this at the Studio.

5.2 A Member will be charged for any session cancelled or rescheduled by them which is not done via the Website or the Mومence App:

(a) at least 24 hours prior to the booked time in the case of group sessions; or

(b) at least 24 hours prior to the booked time in the case of personal training sessions or workshops.

5.3 Sessions are booked on a first-come first-served basis. A Member may use the waiting list facility on the Website or Mومence app in the event that their first-choice session is unavailable. If a Member joins the waiting list for a particular session and becomes automatically enrolled, their booking will be subject to these Terms and Conditions in the usual way.

5.4 Sessions are valid for a period of two months from, and including, the date of purchase.

5.5 Sessions are non-refundable if requested with less than 24-hours notice.

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## **6 Studio opening times**

Session times may vary from time to time. Up to date times will be published at the Studio and on the Website and the Mومence App.

## **7 Facilities**

7.1 The Company reserves the right, in its absolute discretion, to refuse entry to the Studio.

7.2 Members are entitled to use the Studio's facilities provided always that the Studio may at any time withdraw all or part of its facilities for any period or periods for safety or hygiene reasons or in connection with any cleaning, repair, alteration, or maintenance work, or for any other reason beyond the control of the Company. Where practicable, prior notice will be given of any closure or all or part of the Studio's facilities.

7.3 Children Under 16 are not permitted to enter the studios without an adult and are not permitted upstairs.

7.4 Members are permitted to use any property of the Company (including towels, toiletries, etc.) which is provided as a courtesy to Members, only when attending sessions at the Studio. The removal from the Studio of any property belonging to the Company may result in the termination of the Member's membership and legal action.

## **8 Health and fitness**

8.1 In becoming a Member and continuing to attend sessions, Members confirm that they have no health problems which may affect their ability to participate in any session at the Studio (including, without limitation, cardiac irregularities; spinal, bone, joint, tendon or ligament injuries; spells of dizziness; asthma or other breathing difficulties; diabetes; epilepsy; or any allergy). Members should make any such health conditions known to Studio staff, who can then assess that Member's ability to participate and make any adjustments if necessary.

8.2 It is a 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 any previous session at the Studio (if any).

8.3 Members are advised not to undertake strenuous physical activity without first seeking medical advice if they have concerns over their physical condition and wellbeing. Members with low/high blood pressure and/or cardiac irregularities should not attend any session. If a Member is in any doubt in relation to their physical condition or wellbeing, they should consult their doctor.

8.4 Any Member who is pregnant may, provided that consent from their doctor has been provided to the Company, attend sessions until the 14th week only. After this, a Member will only be able to participate in specialist pre-natal courses which may not be available at the time and so the membership will have to end.

8.5 The Company reserves the right to refuse, in its absolute discretion, access to any Member if it considers that the health or wellbeing of such Member may be endangered by the use of Studio facilities.

8.6 Any Member that suffers an accident or injury at the Studio must immediately report such accident or injury, and the circumstances in which it occurred, to a staff member at the Studio.

## **9 Physical adjustments**

9.1 From time to time during any session, Studio staff may physically adjust a Member's form and posture. If any Member does not want such physical adjustments, they should inform Studio staff at the beginning of each session.

9.2 If a Member does wish to receive such physical adjustments, it is the Member's responsibility to inform Studio staff when an adjustment has gone as far as is necessary or desired at the time.

## **10 Safety and hygiene**

10.1 Smoking is strictly prohibited in the Studio.

10.2 Members must use the main entrance to the Studio when entering or leaving the Studio for Personal Training sessions and main studio classes. Members must use the side entrance through the fire exit and up the stairs for any upstairs classes such as Reformer Pilates. Fire exits, which are clearly marked, exist in the interests of safety and Members must not block or in any way interfere with fire exits for any reason. In the event of a fire, Members are asked to make their way to the nearest available exit.

10.3 In the interests of safety and hygiene, no crockery, glass or food are permitted in the changing rooms or in the Studio. Only water will be permitted in the Studio.

10.4 Other than with the exception of guide dogs, no pets are permitted in the Studio training spaces or changing areas and remain at the absolute discretion of the Company.

## **11 Dress**

11.1 Members should attend sessions wearing a form of dress appropriate to practising the activity being offered in the relevant session. The Company recommends that Members wear stretch pants or shorts and a t-shirt or sports top.

11.2 Members should attend Reformer Pilates sessions with Pilates socks.

11.3 Notwithstanding the above, any Member with a verruca or other similar foot condition must not attend the Studio.

## **12 Member behaviour**

12.1 The Company reserves the right to expel from the Studio, suspend for a specific period, or refuse to renew the membership of, any Member where, in the Company's opinion:

- (a) such Member's conduct may in any way harm the Studio or the business carried on at the Studio;
- (b) such Member has breached these Terms and Conditions; or
- (c) such expulsion or suspension is otherwise in the interests of the other Members.

12.2 Any Member so expelled or suspended pursuant to paragraph 12.1 will forthwith cease to be a Member and will not be

entitled to any refund for any period during which their membership has ceased or has been suspended.

12.3 Members must not attend any session whilst under the influence of alcohol or drugs and entry will be refused in such circumstances. However, in the event that a Member does attend a session whilst under the influence of alcohol or drugs, such attendance is entirely at their own risk.

12.4 All Members must follow the instructions of Studio staff at all times.

12.5 Members are not permitted to use any of the Studio's equipment unsupervised and/or outside of designated sessions.

12.6 Photos and videos are allowed to be taken during the session as long as The Chapel Wellness Studios are credited if posting on social media.

12.7 Members must keep mobile phone and smart watch use to an absolute minimum and any phone or smart watch brought to a session must remain on silent throughout and must not in any way disturb the session.

### **13 Personal belongings**

Personal belongings are brought to the Studio entirely at the Member's own risk and the Company accepts no liability for any loss or damage whatsoever to any such items.

### **14 Limitation of liability**

14.1 The Company accepts no responsibility whatsoever for any particular session, instructor or item of equipment being unavailable at any given time. The Company reserves to right, without notice and in its absolute discretion, to make alterations to sessions, instructors and/or equipment, as well as to any other facilities made available to Members. The Company will, to the maximum extent permitted by law, not be liable for any loss resulting from such alterations.

14.2 A Member must ensure that they are capable of performing the exercises that comprise any programme or session which they follow or attend. Members accept that there is a risk of injury from performing exercises and using specialist equipment and Members with any concerns should consult their doctor prior to beginning any session. Advice provided by Studio staff will, under no circumstances, constitute medical advice and is not a substitute for advice provided by a qualified medical professional.

14.3 The Company accepts no liability for loss or damage to property or for injury to any person in or outside the Studio, except where liability for any such loss, damage or injury is by law incapable of exclusion.

14.4 In consideration of their use of the Studio's facilities and equipment and their participation in sessions offered by the Company, each Member hereby waives and releases the Company from any and all responsibility or liability for loss, damage or injury resulting from their participation in any session offered by the Company or from their use of the Studio's facilities, save in respect of death or personal injury caused by the negligent act or omission of the Company.

14.5 To the maximum extent permitted by law, and save where expressly provided otherwise in these Terms and Conditions, the Company accepts no liability to any Member or User in respect of:

(a) any losses arising out of any event or events beyond its reasonable control;

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(b) any business losses, including without limitation, loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill;

(c) any loss or corruption of any data, database or software;

(d) any special, indirect or consequential loss or damages; and

(e) any liabilities arising under these Terms and Conditions or relating to the subject matter of these Terms and Conditions, including liabilities arising in contract, tort (including negligence) and for breach of statutory duty.

## **15 Website/App use**

15.1 In using the Website/Momence app, the User accepts these Terms and Conditions in full.

15.2 The User must not use the Website in any way, or take any action, which causes or could cause damage to the Website or which might impair the performance, availability and/or accessibility of the Website.

15.3 All content on the Website, including but not limited to text, graphics, logos, icons, images, sound, video clips, data compilations, page layouts, underlying code and software, is the property of the Company or other relevant third parties. In continuing to use the Website, the User acknowledges that such material is protected by applicable English and international intellectual property law.

15.4 The User is not entitled, in any way whatsoever, to reproduce, copy, distribute, store or re-use material from the Website without prior written consent from the Company.

15.5 The Website may include links to third party websites in order to provide the User or the Company's Members with useful information. The Company will not be responsible or in any way liable for the any content of such websites and pages or for anything provided by any third party's website.

15.6 The Company does not warrant or represent the completeness or accuracy of the information published on the Website

and or that the material on the Website is up to date, and the Company shall be in no way liable for any incomplete, inaccurate, or out of date information or material provided on the Website.

15.7 The Company reserves the right to alter or discontinue any or all of the Website at any time in its sole discretion without notice or explanation. The User will not be entitled to any compensation or other payment upon the alteration or discontinuance of the Website.