



TABITHA ORCHARD PILATES

Tabitha Orchard Pilates Terms and Conditions

By signing up to our classes, you are agreeing to our Terms and Conditions set out below (Terms and Conditions).

If you do not agree with any of these Terms and Conditions, please don't hesitate to discuss them with Tabitha prior to signing up to any classes.

Introduction

- We reserve the right to change, update or reissue these Terms and Conditions at any time. Any such changes will be emailed to you and you agree to be bound by such changes.
- References to "she", "us" and/or "our" in these Terms and conditions is a reference to Tabitha Orchard Pilates.

Definitions

- "Session" – any single lesson booked through Tabitha Orchard Pilates
- "Sessions" – Pilates lessons purchased in a block for a regular class (whether private or group lessons) booked through Tabitha Orchard Pilates
- "TOP" - Tabitha Orchard Pilates

Fitness and Health

- By agreeing to these Terms and Conditions you hereby confirm that you have no health problems (including without limitation cardiac irregularities; spinal, bone, joint, tendon or ligament injuries; spells of dizziness; asthma (or other breathing difficulty); diabetes, epilepsy or any allergy) which may affect your participation in any Sessions.
- It is your sole responsibility to notify TOP before attending any session of any circumstances affecting your health which may be exacerbated through continued engagement in your Sessions and/or which may have arisen or worsened since your last session (if any).
- You are advised not to undertake strenuous physical activity without first seeking medical advice if you have concerns over your physical condition and wellbeing. If you have low/high blood pressure and/or cardiac irregularities you should not attend class. If there is any doubt, you should consult your doctor.

- You may train (with consent from your doctor in writing) during pregnancy. If you are pregnant, you can attend group classes up to the first 20 weeks of pregnancy. If you wish to attend any Sessions beyond 20 weeks of pregnancy, you will be asked to attend private Sessions or pre-natal group Sessions and you will be required to seek consent from your doctor in writing.
- TOP reserves the right to refuse access to any clients if, in its absolute discretion, it considers that the health of the individual concerned may be endangered by the engagement with any Sessions.
- You are required to follow the instructions of the instructor at all times.

Clients with Special Needs

- It is your sole responsibility to check with your doctor or medical practitioner about your suitability for our classes and to obtain his/her written consent where necessary. While we take every care to ensure safe practise, there are inherent risks in any exercise programme and we accept no liability whatsoever for any injury or illness you incur through taking our classes (except as a result of our negligence) or by your failure to notify us of any existing health problems or special needs

Age of Participation

- The minimum age of participants for any Session is 16.

Payment

- Sessions are booked as a block (usually between 5 and 8 Sessions in line with term times excluding the summer holidays when classes will continue to run) and must be paid for in advance.
- Payment for your Sessions must be made at the time of booking and can be made by using bank transfer. The Sessions will be reserved for you for a period of 48 hours. If payment is not made within 48 hours of booking, the Sessions will no longer be reserved for you.

Changing or cancelling your booking and no shows

- Sessions are neither refundable nor transferrable.
- Any private Session is subject to a 24 hour cancellation policy and will need to be re-scheduled and is non-refundable. If a private Session is cancelled less than 24 hours in advance the Session is not transferable and non-refundable.
- In the event that TOP is unable to carry out one or more of your Sessions due to the illness of the instructor, unavailability of facilities, etc., she shall either provide you with another date for that lesson or shall offer you a refund.

Use of your image for marketing and social media

- TOP may, from time to time, take photographs of Sessions for the purposes of promoting TOP on social media platforms and/or her website. TOP will use her best endeavours to (but does not make guarantee to):
 - Inform you (as a group or individually) that she intends to take a photo or video during the Session; and
 - Offer you the opportunity to object to being photographed or videoed prior to undertaking the same.
- In the event that TOP uses a photograph or video which identifies you and you are not happy with being identified, please inform TOP immediately and she will remove the photo/video from any platforms as soon as is reasonably practicable.

Personal belongings

- Personal belongings are brought to your Sessions at your own risk and TOP does not accept liability for any loss or damage whatsoever to such items.

Limitation of liability

- TOP cannot be held responsible for any particular Session, instructor and/or item of Pilates equipment not being available for whatever reason. TOP reserves the right to make alterations to the Sessions, instructors and/or equipment, provided to you, without notice and in its absolute discretion and TOP will not be liable for any loss occasioned by such alterations except insofar as such loss is by law incapable of exclusion.
- It is your responsibility to ensure that you are capable of undergoing a routine of exercises provided by any programme which you follow or Session which you attend. You accept the risk of injury from performing exercises and using specialist equipment and are advised to consult your doctor prior to beginning any Session. Advice provided by our instructors at no time constitutes medical advice in substitute for advice provided by a medical professional.
- TOP accepts no liability for loss or damage to property or for injury prior to, during or after any Sessions except insofar as such loss, damage or injury is by law incapable of exclusion.
- In consideration of your participation in the activities and programmes of TOP and the use of facilities and equipment owned and/or under the control of TOP, you hereby waive and release TOP from any and all responsibility or liability for injuries or damages resulting from your participation in any of TOP's activities or use of TOP's equipment or facilities save in respect of death or personal injury caused by the negligent act or omission of TOP.