

The following terms and conditions comprise:

- Our Terms of Website Use, which will govern your use of the Website; and
- Our Terms of Service, which will govern the services we provide to you.

If you have any questions in relation to either set of Terms, please contact us at hello@formstudios.co.uk

TERMS OF WEBSITE USE

The following terms (together with the terms referred to therein) govern your use of this website www.formstudios.co.uk (the “**Site**”). Please read these terms of use carefully before you start to use the Site. By using the Site, you accept these terms of use and agree to abide by them.

INFORMATION ABOUT US

The Site is operated by Form Fitness Limited (“**we**” or “**us**”). We are registered in the United Kingdom under company number 09202710 and have our registered office at 68 Great Portland Street, London. Our VAT number is 200181475

ACCESSING THE SITE

Access to the Site is permitted on a temporary basis, and we may withdraw or amend the services and information we provide on the Site without notice (see below). We will not be liable if for any reason the Site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to the Site. You are also responsible for ensuring that all persons who access the Site through your internet connection are aware of these terms, and that they comply with them.

INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights in the Site, and in the material published on it. Those works are protected by copyright laws and treaties around the world, which may include database rights and literary compilation copyright. All such rights are reserved. You must not use any part of the materials on the Site for commercial purposes without obtaining a licence to do so from us or our licensors, nor copy any substantial part of the Site, but you may print off, copy or download one copy of any page on the Site for your personal use as permitted by international copyright law.

If you use any part of the Site in breach of these terms of use, your right to use the Site will cease immediately and you must destroy any copies of the materials you have made.

OUR SITE CHANGES REGULARLY

We update the Site regularly, and may change the content at any time.

OUR LIABILITY

The material displayed on the Site is provided without any guarantees, conditions or warranties as to its accuracy, and access to the Site is provided “as is”. To the extent permitted by law, we hereby expressly exclude:

- all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and
- any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with the Site or in connection with the use, inability to use, or results of the use of the Site, any websites linked to it and any materials posted on it,

whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

In particular, please note that the information available on or through this Site does not constitute medical advice and it is your responsibility to determine, through obtaining appropriate medical advice, that you are fit and well before following or acting on any content or information set out on the Site, and that such content or information is suitable for you.

INFORMATION ABOUT YOU AND YOUR VISITS TO THE SITE

We process information about you and your visits to the Site in accordance with our Privacy and Cookie Policy. By using the Site, you consent to such processing and you warrant that all data provided by you is accurate.

VIRUSES, HACKING AND OTHER OFFENCES

You may use the Site only for lawful purposes. You must not misuse the Site by knowingly introducing viruses or other malicious or harmful material. You must not attempt to gain unauthorised access to the Site, the server on which the Site is stored or any server, computer or database connected to the Site. You must not attack the Site via a denial-of-service attack or a distributed denial-of-service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and will co-operate

with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Site will cease immediately.

To the fullest extent permissible by law, we will not be liable to you for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material due to your use of the Site or of any website linked to it.

LINKING TO OUR SITE

You may link to the Site, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you. The Site must not be framed on any other site. We reserve the right to withdraw linking permission at any time.

If you wish to make any use of material on the Site other than that set out above, please address your request to hello@formstudios.co.uk.

LINKS FROM OUR SITE

Where the Site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

JURISDICTION AND APPLICABLE LAW

The courts of England and Wales will have exclusive jurisdiction over any claim arising from, or related to, a visit to the Site although we reserve the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

TRADE MARKS

FORM and the FORM logo are trade marks of Form Fitness Limited.

VARIATIONS

We may revise these Terms of Use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we have made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on the Site.

CONTACT US

If you have any concerns about material which appears on the Site, or any questions, comments or requests regarding our Terms of Website Use, Terms of Service or Privacy and Cookie Policy, please contact us using the “Contact Us” form on the Site or at hello@formstudios.co.uk.

TERMS OF SERVICE

These terms (together with the documents referred to in them) set out the terms and conditions on which we may provide fitness and personal training services to you, which you may book through the website www.formstudios.co.uk (the “Site”) or otherwise.

Please read these Terms carefully and make sure that you understand them, before applying for membership with us or making any booking with us for any Classes (as defined below).

You should print a copy of these terms and conditions for future reference.

1. INFORMATION ABOUT US

The Site is operated by Form Fitness Limited (“we” or “us”). We are registered in the United Kingdom under company number 09202710 and have our registered office at 68 Great Portland Street, London. Our VAT number is 200181475

2. MEMBERSHIP

- 2.1. We provide group exercise classes and personal training sessions (in each case a “Class”) only to our Members. A “Member” is a person who has completed and submitted our standard registration form (“Registration Form”), whether offline or using the online form on the Site, and who has been accepted by us as a member. By applying for Membership you agree to comply with all of these Terms during the course of your Membership.
- 2.2. Subject to applicable law, we reserve the right to refuse Membership to any applicant and acceptance of any person as a Member is at our discretion.

2.3. We reserve the right to expel from any of our studios or any studio from which we provide Classes (in each case a “**Studio**”), or suspend for a specific period or terminate the membership of any Member:

2.3.1. whose conduct is or may be, in our reasonable opinion, injurious to our reputation or that of the Studio; or

2.3.2. who is in breach of these Terms.

Any Member so expelled or suspended will not be entitled to any refund in relation to any Classes booked for any period of suspension.

2.4. Members must 18 years of age or over.

3. **MEMBERS’ RESPONSIBILITIES**

We are proud to provide a safe and welcoming environment to all of our Members. In order for us to deliver high-intensity classes effectively to a group, we rely on each of our Members respecting the other participants, as well as their own limitations. As a Member, you agree to the following:

3.1. You warrant 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 at the Studio, unless these have been expressly disclosed to us.

3.2. You will notify us before attending any session of any circumstances affecting your health which may be exacerbated through attendance or which have arisen or worsened since your last session.

3.3. You acknowledge that by completing our Registration Form you accept our Health and Liability Waiver set out in our Registration Form (see [link] for a further copy of this waiver). You warrant that all details you provide to us on the Registration Form are correct, and that you will inform us of any changes to those details as soon as possible, especially where they relate to your health and wellbeing.

3.4. You will not share any of your Membership account details (such as your login or password) with any other person nor allow any other person to access your account on the Site.

3.5. You warrant that you will not undertake strenuous physical activity without first seeking medical advice if you have answered “yes” to any of the questions in the Medical / Health Questionnaire in our Registration Form or if you or we otherwise have concerns over your physical condition or wellbeing. You warrant that you will not attend class if you have been diagnosed with low or high blood pressure and/or cardiac irregularities.

- 3.6. You warrant that if you are or become pregnant you will obtain from your doctor and provide to us written consent to your continued training during pregnancy. Our Head Instructor, Elissa El Hadj, may determine at her discretion if group training is suitable for you while pregnant.
- 3.7. You acknowledge that your personal belongings are brought into the Studio at your own risk and that we do not accept liability for any loss or damage whatsoever to such items.
- 3.8. We recommend that Members wear appropriate clothing when attending any fitness workout at the Studio – in particular and it is recommended that Members wear leggings, stretch pants or shorts and a vest or sports top. You acknowledge that Members may be required to attend class barefoot or with trainers, depending on the class they are taking. However, Members must not walk around the Studio barefoot if they have verrucas or any other transmissible foot complaints, and you must notify us if this is a concern so that we may make appropriate allowance. You acknowledge and accept that we may refuse admission to Members whose attire is unsafe or otherwise inappropriate.
- 3.9. Smoking and drinking alcohol are strictly prohibited in the Studio. In the interests of safety and hygiene, no food or drinks are allowed in the Studio, with the exception of water. No animals are permitted in the Studio other than guide dogs or other service and assistance animals.
- 3.10. In addition to the provisions set out in these Terms, each Studio may have its own policies and procedures which you must follow in relation to safety, the use of Studio facilities, or etiquette. In particular, you must ensure that you are aware of the location of each fire exit and must not interfere with these exits for any reason.
- 3.11. At all times while at the Studio you must follow our instructors' instructions and treat our instructors, other Members and other Studio users appropriately and with respect.
- 3.12. We reserve the right to refuse access to any Member if, in our absolute discretion, we consider that the health or comfort of any person (including that Member) may be endangered by their use of Studio facilities.
- 3.13. Members are required to follow the instructions of the instructor at all times.

4. CLASSES AND BOOKINGS

- 4.1. A description of the Classes which we offer, including their pricing, is set out on our Site. We may from time to time revise the pricing of our Classes. If we do, we will inform you at least fourteen (14) days before such revision takes effect, and such revision will not affect any Classes which you have already purchased.
- 4.2. Members can purchase Classes individually or in packages. All Classes must be purchased in advance. We also accept the purchase of Class packages as gifts, subject to such additional terms as we may impose in relation to the redemption of such gift packages by the recipient.

- 4.3. Payments can be made online via the Site, over the telephone or in person at any of our Studios. Payments may be made via accepted credit or debit cards or (when made in person) in cash.
- 4.4. Once purchased, Classes and Class packages are non-refundable (subject to your consumer rights of cancellation set out in clause 5 below) and must be booked within twelve (12) months of purchase. Any Classes not booked within twelve (12) months of purchase will be forfeit.
- 4.5. Purchased Classes may be booked using the booking system on our Site (accessible through your Member account), over the telephone or in person at any of our Studios.
- 4.6. Classes must be booked in advance. Classes are booked until full on a “first come, first served” basis and are subject to availability. If your desired Class is full, you may add yourself to a waiting list for that Class, in which case we will notify you if space should become available.
- 4.7. You acknowledge that it is your responsibility to attend Classes on time. If you are more than five (5) minutes late for a class, you may not be able to join your booked class.
- 4.8. If you cancel your booking for any Class more than twenty-four hours before the scheduled start time for that Class, the Class will be credited to your Membership account and you may re-book that Class at a later date. If you do not cancel the Class more than twenty-four hours beforehand, or if you miss the Class or arrive late, your booking will be forfeit.
- 4.9. If you are on a waiting list for a Class, you may withdraw from the waiting list more than twenty-four hours before the schedule start time for that Class. If you do not withdraw space and becomes available you will be automatically booked into that Class, and if you then miss the Class or arrive late, your booking will be forfeit.
- 4.10. Purchased Classes may be transferred between Members at our discretion. If you wish to transfer any Classes to another member please contact us at hello@formstudios.co.uk.
- 4.11. You acknowledge that Class Instructors, and the format of Classes, may be subject to change without notice. In the rare event that we should need to cancel a Class or Classes that you have booked, we will notify you and either re-schedule the Class or credit it to your Membership account.
- 4.12. You may use the Studio’s facilities when attending any Class, provided always that we may at any time without notice withdraw all or part of such facilities for any period in connection with any cleaning, repair, alteration or maintenance work or for reasons beyond our control.

5. OUR LIABILITY

5.1. Subject to clause 5.2:

- 5.1.1. if we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are

not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time of contracting; and

5.1.2. our total aggregate liability to you in relation to these Terms or their subject matter shall not exceed a sum equal to the amount paid by you to us during the twelve (12) months preceding the date on which the event giving rise to our liability occurred.

5.2. We do not in any way exclude or limit our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation, or any other matter for which our liability cannot be limited or excluded by law.

5.3. It is your responsibility to determine, through obtaining appropriate medical advice, that you are fit and well and that our Classes or any equipment used in our Classes are suitable for you. Advice provided by our instructors does not constitute and is no substitute for medical advice, which you must obtain from a medical professional to determine the suitability of our Classes or any equipment used in our Classes. Before commencing any exercise regime, you must consult your doctor. To the full extent permissible by law, we disclaim all warranties in relation to our Classes and you acknowledge that you take part in any Class at your own risk.

5.4. Subject to clause 5.2, you hereby waive and release us from any and all claims you may have against us or responsibility or liability we may have to you for injuries or damage resulting from your participation in any Class or use of our equipment or facilities.

5.5. You will indemnify us and keep us indemnified against any losses, damages, costs or liabilities suffered or incurred by us in relation to any third party claim brought or threatened against us as a result of your breach of these Terms or any other act or omission on your part.

6. NOTICE

All notices given by you to us must be given to us at hello@formstudios.co.uk. We may give notice to you at either the e-mail or postal address you provide to us on the Registration Form or otherwise from time to time. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

7. GENERAL

7.1. A person who is not a party to any contract made under these Terms has no rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to rely upon or enforce any of these Terms.

7.2. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control

(“**Force Majeure Event**”), including in particular (without limitation): natural disasters; impossibility of the use of public or private telecommunications networks, or power failure.

- 7.3. Any written or other materials provided by us to you in connection with any Classes are protected by copyright and proprietary to us or to our licensors. You may not make any copies or, nor further distribute or disseminate, any such materials.
- 7.4. These Terms together with any document expressly referred to in them constitute the entire agreement between the parties and shall have effect to the exclusion of any other memorandum, agreement, or understanding of any kind, whether oral or written, between parties. Each party acknowledges that, in entering into any contract under these Terms, neither relies on any representation or warranty (whether made innocently or negligently) that is not set out in these Terms or the documents referred to in them. Nothing in this clause limits or excludes any liability for fraud.
- 7.5. If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.
- 7.6. We may amend these Terms from time to time.

8. LAW AND JURISDICTION

These Terms, any contract incorporating these Terms, and any dispute or claim arising out of these Terms or their subject matter (including any non-contractual disputes and claims) shall be governed by and construed in accordance with the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

9. CONTACT US

If you have any enquiries, complaints or concerns regarding these Terms, please contact us using the “Contact Us” form on the Site or at hello@formstudios.co.uk