

# **Cha Flow Club Terms and Conditions**

## **1. INTERPRETATION AND VARIATION**

1.1 In the Terms and Conditions the following definitions apply:

“Company” means Cha Flow Club.

“Terms and Conditions” as defined here.

“Website” means [www.chalounge.com/chaflowclub](http://www.chalounge.com/chaflowclub)

1.2 The Terms and Conditions are incorporated into the Registration Form and online booking system.

1.3 The Company reserves the right to vary or revoke any of the Terms and Conditions from time to time which it may consider necessary or suitable for the regulation of the governance of the Studio and the conduct of Members. Any such changes will be published on our websites and, until revoked, are binding on Members.

1.4 The Terms and Conditions shall be governed by the laws of England and subject to the exclusive jurisdiction of the English courts.

## **2. MEMBERSHIP**

2.1 Subject to condition 2.2, when a person has signed a Registration Form or ticked the terms and conditions online they shall become a Member of the studio.

2.2 Acceptance of a person as a Member or a studio user is at the discretion of the Company.

2.3 The Company reserves the right to withdraw, suspend or refuse to renew the Membership of any Member or User whose conduct is, or may be deemed to be in the Company's reasonable opinion, injurious to the character of the Studio or amounts to a breach of the Terms and Conditions or where such expulsion is otherwise to be in the interests of the other Members of the Studio. Any Member so expelled shall forfeit all privileges to membership and shall not be entitled to any refund for any period during which his membership is suspended.

2.4 The Studio may run promotional introductory offers from time to time. These offers are exclusively for New Students who are not already registered with the Studio and are not for repeat use.

2.5 Membership is non-transferable.

2.6 Subject to any statutory right of cancellation, payments for Classes, Courses and Workshops are non-refundable unless otherwise stated in these Terms and Conditions. If a refund is approved at the manager's discretion an admin fee of £25 will be applied.

2.7 A member can only cancel or freeze a series of classes due to medical reasons or a change of circumstances, this may only be applied to a series of classes once. The member must provide conclusive documentation and written notice of termination. In case of cancellation there will be an administration fee of £25 applied to any refunds.

### **3. STUDIO OPENING TIMES**

3.1 Details of session times at the Studio may vary from time to time.

Session times will be published by the Studio and will be available either at the Studio or at [www.chalounge.com/chaflowclub](http://www.chalounge.com/chaflowclub).

3.2 The Studio reserves the right to make changes to the schedule at its discretion.

3.3 The Studio reserves the right to vary, adapt or amend sessions offered at the Studio at its sole discretion.

#### **4. PAYMENT TERMS**

4.1 Details of class prices and gift certificate prices are available either at [www.chalounge.com/chaflowclub](http://www.chalounge.com/chaflowclub) or directly from the Studio and will be such prices as determined by the Company from time to time.

4.2 A Member may not attend any session at the Studio without first booking and or paying for the relevant session.

4.3 Subject to any statutory right of cancellation payments for classes, workshops and courses in any amount are non-refundable unless otherwise stated in the Terms and Conditions. If a package is bought and only part used there will be no refund available for the remaining sessions. In the exceptional case that a refund is given this will be calculated by charging for the number of classes used and not the value of the package purchased. This will be at the manager's discretion who will consider refund requests in writing.

4.4 All classes at the Studio are provided by teachers of the highest standard. All payments for classes are accepted by the Studio on behalf of the teacher conducting the class.

## **5. BOOKING AND CANCELLATIONS**

5.1 A Member may only book or reschedule sessions for themselves via the Studio booking facility at [www.chalounge.com/chaflowclub](http://www.chalounge.com/chaflowclub) or via our booking system BookWhen. Members will be charged for a session where cancellation or the rescheduling of a session is not made online or via notice to the manager at least 12 hours in advance to the booked time.

5.2 Class passes and singular classes can be paid by credit or debit card. Classes booked will automatically be deducted from your class pass.

5.3 Sessions are booked on a first-come first-served basis.

5.4 If a Member is unable to attend a class, cancellations can be made up to 12 hours prior to the start of a reserved class. This will give us sufficient time to notify customers on our waiting list. If you cancel within this time frame your cancelled class will be credited back to your account. If you do not attend or cancel within this time frame, you will be charged in full for the class.

5.5 Cancellations must be made online using the website [www.chalounge.com/chaflowclub](http://www.chalounge.com/chaflowclub) or the booking system BookWhen.

5.6 Clients should arrive 5-10 minutes prior to the start of class.

5.7 Clients have 45 days from the date of their first class to use their 5 class pass.

5.8 Workshops, courses and events must be cancelled 5 days prior to the start date. If you do not you will be charged in full.

## **6. FITNESS AND HEALTH**

6.1 Members are advised not to undertake the yoga or other activities offered at the Studio without first seeking medical advice if they have concerns over their physical condition. The Studio reserves the right to refuse access to any Member if, in its absolute discretion, it considers that the health of the individual concerned may be endangered by the use of such facilities.

6.2 Members with low/high blood pressure and/or cardiac irregularities, detached retina, HIV, who are very overweight or underweight, or who are pregnant, should not attend class until they have written permission from their doctor. If there is any doubt, the Member should consult his doctor. Members must notify the Studio of any circumstances affecting their health, which may be exacerbated through use of the Studio.

6.3 Members are required to follow the instructions of the instructor at all times.

## **7. LIMITATION OF LIABILITY**

7.1 The Company cannot be held responsible for any particular session, instructor and/or item of equipment not being available for whatever reason. The Company reserves the right to make alterations to the sessions, instructors, class timetables, class format and duration, as well as to those ancillary facilities (e.g.toilets), provided to Members, without notice and in its absolute discretion and the Company will not be liable for any loss

occasioned by such alterations except insofar as such loss is by law incapable of exclusion.

7.2 It is the Member's responsibility to ensure that they are capable of undergoing the routine of exercises or postures provided by any programme which they follow or class which they attend. Members accept the risk of injury from performing exercises and are advised to consult their doctor prior to beginning any session.

7.3 The Company accepts no liability for loss or damage to property of Members or for injury to Members on the Studio premises or outside the Studio except insofar as such loss, damage or injury is by law incapable of exclusion.

7.4 The Company does limit its liability for death or personal injury caused by the negligence of the studio, its staff or agents, but otherwise excludes all liability to members.

## **8. USE OF FACILITIES**

8.1 A Member is entitled to use the Studio's facilities provided always that the Studio may at any time without notice withdraw all or part of its facilities for any period or periods and with notice, where practicable, in connection with any cleaning, repair, alteration or maintenance work or for reasons beyond the control of the Studio or the Company.

8.2 Classes are for adults only, aged 16 and over..

## **9. PERSONAL BELONGINGS**

9.1 Personal belongings are brought onto the Studio premises at the Member's own risk and the Company does not accept liability for any loss or damage whatsoever to such items.

## **10. SAFETY AND HYGIENE**

10.1 Members must not walk around the Studio barefoot if they have verrucae or similar foot complaints. In such cases, yoga socks, a bandage or similar covering must be worn.

10.2 Members must use the main entrance to the Studio when entering or leaving the Studio. Fire exits, which are clearly marked, are there in the interests of safety and Members must not interfere with these exits for any reason. In the event of a fire, Members are asked to make their way to the nearest available exit.

10.3 Smoking is forbidden in the Studio.

10.4 Attendance at the class is always subject to the Studio operating at a safe capacity. Entry to class is on a first come, first served basis.

10.5 It is asked that clients remove shoes at the door, to keep yoga mats and props clean.

## **11. MEDICAL DISCLAIMER**

By registering for membership to the studio and/or Online classes I acknowledge that I am accepting the following:

11.1 I recognise that exercise requires physical exertion, which may be strenuous and may cause physical injury, and I am fully aware of the risks and hazards involved.

11.2 I understand that it is my responsibility to consult a physician prior to and regarding participating in the classes and workshops provided by the 'company'. I consent to being physically fit and have no medical condition, which would prevent my participation in these classes or workshops. If I have any medical condition, I will obtain permission from my health care provider to undertake classes in the studio.

11.3 I agree to take full responsibility for any risks, injuries or damages, known or unknown, which I might occur as a result of participating in classes offered at Cha Flow Club.

11.4 In consideration of being permitted to participate in the classes and workshops, I waive any claim I may have against Cha Flow Club, Cha Lounge Ltd, or any associated instructors for any injury or damages that I may sustain as a result.

11.5 I understand that from time to time during yoga classes, the instructor may physically adjust students' form and posture. If I do not want such physical adjustments, I will inform the instructor at each class I attend. I also acknowledge that if I do wish to receive such adjustments, it is my responsibility to inform the instructor when an adjustment has gone as far as I desire at that time.

11.6 I understand that I am in charge of my own practice, can sit out poses if I need to, and that if I am injured I will tell the teacher and work with them to find suitable modifications. I am free to modify any pose or movement I find uncomfortable or sit it out.

11.7 I have read the above release and waiver of liability and fully understand its contents. I voluntarily agree to the terms and conditions stated above under my own free will and by registering for classes in the studios or online classes I hereby accept these terms.

## **12. GENERAL GUIDELINES**

12.1 Members are required to give notice to the Company of any change of email address. Failing such notice, all communications will be assumed to have been received by the Member.

12.2 The Company reserves the right to refuse admission to the Studio.

12.3 The Company may assign the benefit of the Registration Process and a Member's membership to a third party at any time without notice to the Member.

12.4 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 the Registration Process.

12.5 The Company may, if a Member so wishes, communicate with the Member by email. By providing an email address to the Company, the Member consents to receiving email communications from the Company, including notices pursuant to the Terms and Conditions. The Member also accepts the risk that email may not 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.

12.6 Members must at all times observe the Studio guidelines and Code of Conduct which may be notified to them from time to time and are requested to comply with any reasonable directions which the management of the Studio may issue to ensure the smooth operation of the Studio for the convenience of all Members.

12.7 Any marketing, educational or other materials of this nature whatsoever produced by the Company in connection with the Studio and which are made available to Members at the Studio will at all times remain the property of the Company and will be subject to the Company's copyright.