

STUDIO42 MEMBERSHIP TERMS AND CONDITIONS

1. INTERPRETATION AND VARIATION

1.1 In these Terms and Conditions the following definitions apply:

“Class” means a Yoga or Pilates class provided by or on behalf of STUDIO42 at the Studio.

“Class Card Membership” means the membership that entitles a Member to attend the number of Classes purchased before the expiry date of the card.

“Day Pass Membership” means the membership that entitles a Member to attend an unlimited number of Classes before the expiry date of the pass.

“STUDIO42” means Hot Yoga Berkshire Limited (trading as STUDIO42).

“Member” means any person that has completed a Registration Form which has been accepted by STUDIO42 and has a valid Membership that has not expired. Hot Yoga Berkshire Limited (trading as STUDIO42), is a company registered in England and Wales under **company number 6599413** and with our registered office at Flint Cottage, Vicarage Road, Reading, Berkshire RG2 7AJ. Hot Yoga Berkshire’s **VAT number is 138597959**

“Membership” means the different types of membership that a Member may purchase including but not limited to a Class Card Membership, a Day Pass Membership and a Monthly Subscription Membership.

“Minimum Subscription Period” means the minimum subscription period of a Subscription. In the case of Monthly subscriptions the minimum subscription period is 12 (twelve) months.

“Monthly Subscription Membership” or “Subscription” means the membership with the rights and obligations set out in condition 3.

“Registration Form” means the registration and/or application form completed by a Member whether electronically or otherwise.

“Studios” means any of STUDIO42’s studios as published on the Website from time to time.

“Terms and Conditions” means these terms and conditions.

“Website” means www.studio42.co.uk.

1.2 These Terms and Conditions are incorporated into the Registration Form and any Membership is subject to these Terms and Conditions as amended from time to time.

1.3 STUDIO42 reserves the right to vary and revoke these Terms and Conditions from time to time which it may consider necessary or desirable for the regulation of the internal affairs of the Studio and/or the conduct of Members. Any such changes will be published on the Website and, until

revoked, are binding on Members.

2. MEMBERSHIP

2.1 Subject to condition 2.2, when a person has completed a Registration Form, purchased a Membership they shall become a Member of STUDIO42 subject to these Terms and Conditions.

2.2 Acceptance of a person as a Member is in the absolute discretion of STUDIO42.

2.3 A person shall cease to be a Member when their Membership expires or when the Membership is terminated under these Terms and Conditions. For the avoidance of doubt the provisions of condition 4 shall continue to apply after a person ceases to be a Member.

2.4 For Class Card Memberships and Day Pass Memberships, the relevant start date in determining that expiry date is the date that the Member first uses that Membership to attend a class and not (unless it is the same date) the date that the Membership is purchased.

2.5 STUDIO42 reserves the right to expel from the Studios, suspend for a specific period, terminate the Membership of or refuse to renew the Membership of any Member whose conduct is or may be, in STUDIO42's reasonable opinion, damaging to the character of the Studios or amounts to a breach of these Terms and Conditions or where such expulsion is otherwise in the interests of the other Members. Any Member so expelled or that has their Membership terminated or suspended shall forfeit all privileges to Membership of the Studios and shall not be entitled to any refund.

2.6 Any lapses in Membership, including but not limited to the non-payment of subscriptions, may result, at STUDIO42's discretion in an administration fee being charged should the Member reapply for Membership.

2.7 A Member may attend Classes according to the type of Membership.

2.8 Details of prices of Memberships are available at the Studio or on the Website and shall be such prices as determined by STUDIO42 from time to time.

2.9 Subject to any statutory right of cancellation, payments for Memberships and Classes are non-refundable unless otherwise stated in these Terms and Conditions.

2.10 Members may cancel any purchase of any Membership made online at any time up to the end of the seventh working day from the date the Member receives confirmation of the ordered Membership. Members do not need to give STUDIO42 any reason for cancelling the Membership nor will Members have to pay any penalty. Members cannot cancel any Membership if the

Membership has been used. To cancel Membership under this condition 2.11, Members must notify STUDIO42 in writing or by email. Once a Member notifies STUDIO42 that they are cancelling their Membership, any sum debited to STUDIO42 from their credit or debit card will be credited to their account as soon as possible and in any event within 30 days of cancellation.

2.11 Any Membership must only be used by the person who purchased it or by the person it was purchased for and breach of this condition will lead to termination of the Membership.

3. MONTHLY SUBSCRIPTION

3.1 The provisions of this condition 3 shall only apply to a Member that applies for a Monthly Subscription Membership by monthly direct debit, standing order or debit or credit card.

3.2 Any Member, who is purchasing classes by Subscription, shall be entitled to participate in an unlimited number of classes at the Studios until their Subscription terminates and any such Member will forfeit their membership if they fall behind in payment for more than 30 days. Such Member shall remain liable for any outstanding payments.

3.3 A Member who is purchasing classes by Subscription may, at the discretion of STUDIO42, suspend their membership for a period of one month (but not a lesser period) in any 12 month period. An administration fee of £25 per month will be payable by way of reduced monthly subscription or as otherwise indicated by STUDIO42 for the period of suspension.

3.4 Subscription fees must be paid in accordance with these Terms and Conditions irrespective of whether or not the Member uses the Studios' facilities.

3.5 Subscription fees may be increased at STUDIO42's discretion. Members shall be given at least 10 working days' notice of any increase in Subscription fees.

3.6 Any Member that is purchasing classes by Subscription agrees that they cannot cancel their Subscription before the expiry of the Minimum Subscription Period.

3.7 Subject to condition 3.6 and any right of STUDIO42 to cancel or suspend the Subscription, the Subscription will continue indefinitely unless and until a Member cancels their Monthly Subscription by written request to STUDIO42, giving one clear calendar months' notice of the desired cancellation date. No refunds shall be given to Members in respect of any Subscription fees that have been paid.

3.8 If a Member does not pay their Subscription for the Minimum Subscription Period (or cancels their Subscription during the Minimum Subscription Period) then the Member is liable in full for any outstanding Subscriptions in respect of the Minimum Subscription Period. Cancellation during the Minimum Subscription Period may be accepted at the sole discretion of STUDIO42 in exceptional circumstances, such circumstances having been agreed by the directors of STUDIO42. In such circumstances payments would terminate upon expiry of the one month notice period.

3.9 Members agree and acknowledge that by agreeing to the Minimum Subscription Period, they are being given preferential rates by STUDIO42 and therefore it is fair and reasonable that the Member is liable for any payments referred to in condition 3.7 above.

3.10 It is the responsibility of the Member to cancel any direct debit or standing order with his bank on termination of his Subscription. STUDIO42 cannot be held liable for any payments processed due to the failure of a Member to cancel a direct debit or standing order.

3.11 Members who do not wish to accept a change proposed by STUDIO42 to any Subscription fees may cancel their Subscription by giving notice to STUDIO42 in accordance with condition 3.7. The Member giving notice must continue to pay subscriptions at the rate current immediately prior to any proposed increase until the end of such notice period (or in the case of a Member whose Minimum Subscription Period has not ended until the end of such period).

3.12 If the Subscription is paid by debit or credit card (or any Subscription fees remain outstanding beyond the due date) the Member unconditionally and irrevocably authorises STUDIO42 to debit any credit or debit card provided by the Member with the monthly Subscription fee (or any outstanding fees) without notice to the Member.

4. LIMITATION OF LIABILITY

4.1 In consideration of STUDIO42 accepting a person as a Member, the Member agrees that:

4.1.1 Neither STUDIO42, nor its employees or agents shall be liable for any loss, damage or theft of any property (including bicycles) belonging to, or brought onto or left outside any STUDIO42 premises by the Member or any guest of the Member, unless, subject to condition 4.3 below, such loss, damage or theft was caused by negligence of STUDIO42, or its employees, agents or sub-contractors.

4.1.2 Vehicles, bicycles and their contents, parked or locked up on or outside

any STUDIO42 premises are left at the owners risk and STUDIO42 will accept no liability for loss, damage or theft in respect thereof, unless, subject to condition 4.3, such loss, damage or theft was caused by negligence of STUDIO42 or its employees, agents or sub-contractors.

4.1.3 Neither STUDIO42, nor its employees or agents shall be liable for any death, personal injury or illness occurring upon any STUDIO42 premises or as a result of the use of the facilities and/or equipment provided by STUDIO42, except to the extent that such death, personal injury or illness arises from any negligent act or omission of STUDIO42 or its employees, agents or sub-contractors.

4.2 Without prejudice to condition 4.1.3, it is the Member's responsibility to ensure that, in accordance with condition 7 of these Terms and Conditions, their physical condition is appropriate for participating in Classes and to ensure that they correctly operate or use any facilities and/or equipment provided by STUDIO42, including the adjustment of levels or settings on any equipment. If the Member is in any doubt as to how to correctly operate any equipment they should consult a member of staff before use.

4.3 Where loss or damage to property including vehicles, and/or their contents, brought onto STUDIO42 premises is caused by the negligence of STUDIO42 or its employees, agents or sub-contractors, STUDIO42 liability shall be limited to £500 (for any one incident).

5. USE OF FACILITIES AND CHILDREN

5.1 A Member is entitled to use the Studios' facilities provided always that the Studio may at any time withdraw all or part of its facilities or Classes 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 STUDIO42.

5.2 Children under the age of 16 may only use the Studios and attend classes if accompanied by an adult and if prior approval has been given by STUDIO42. 6.3 Children over the age of 7 may not enter changing rooms or other areas reserved for the opposite sex, regardless of whether they are accompanied by an adult.

6. FITNESS AND HEALTH

6.1 Classes involve intensive exercise in a heated room. Each Member agrees to familiarise themselves with what Classes involve prior to assessing whether

they are fit to participate in a Class. Members should refer to the Website or speak to a member of staff for further information.

6.2 Each Member warrants and represents on the date of their acceptance of these Terms and Conditions and on each occasion that the Member uses the Studios that the Member is in good physical condition and that the Member knows of no medical or other condition why the Member is not capable of engaging in the Classes or exercises provided by STUDIO42 and that such Classes or exercises would not be detrimental to the Member's health, safety or physical condition.

6.3 STUDIO42 staff are not medically trained and are therefore not qualified to assess whether the Member or any guest is in good physical condition and/or that the Member can engage in any exercise without detriment to the Member's health, safety, comfort or physical condition.

6.4 Members are advised not to undertake any physical activities without first seeking medical advice if they have concerns over their physical condition.

STUDIO42 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 STUDIO42's facilities.

6.5 Members shall not use STUDIO42's facilities if they are suffering from: low/high blood pressure, cardiac irregularities, any infectious or contagious illness, disease or other ailment or suffering from any ailment where there is a risk, however small, that such ailment may be detrimental to the health safety, comfort or physical condition of the other Members. If there is any doubt, Members should consult their doctor and must notify STUDIO42 of any circumstances affecting their health which may be exacerbated through continued use of the Studios.

6.6 Members are required to follow the instructions of the teacher at all times.

7. PERSONAL BELONGINGS, DRESS, SAFETY

7.1 For security reasons Members are advised to take personal belongings and valuables into the yoga studio and not leave them in the changing rooms.

7.2 Members are requested to wear a form of dress appropriate to the practice of Hot Yoga or Hot Pilates.

7.3 In the interests of safety and hygiene, no crockery, glass or food are permitted in the changing rooms or Studios. Only water is permitted in the yoga studio (no coloured drinks). No pets (with the exception of guide dogs) are permitted in the Studios' buildings or grounds. Members should not walk around the Studios barefoot if they have verucas or similar foot complaints. Members must use the main entrance to the Studios when entering or leaving

the Studios. Fire exits, which are clearly marked, are there in the interests of safety and Members must not interfere with these doors for any reason.

7.4 Members are required to use a suitable towel for the purpose of covering their yoga mat in the studio.

7.5 In the event of a fire, Members are asked to make their way to the nearest available exit.

7.6 Smoking is not allowed in the Studios.

8. GENERAL

8.1 Details of Class times at the Studios may vary from time to time and are published on the Website. STUDIO42 reserves the right to change Class times or cancel Classes at its discretion, and will endeavour to give Members notice of such changes as is reasonably practicable.

8.2 Members must at all times observe STUDIO42's guidelines which may be notified to them from time to time and are requested to comply with any reasonable directions which the management of the Studios may issue to ensure the safety of the Members and the smooth operation of the Studios for the convenience of all Members.

8.3 Members consent to having their photograph taken by STUDIO42 at any time whilst using the STUDIO42 facilities and STUDIO42 reserves the right to use any such individual or group photographs of members and/or guests for press or promotional purposes. If a Member specifically does not want their photograph used for such purposes then they must notify STUDIO42 in writing.

8.4 Members are required to give written notice to STUDIO42 of any change of address or email.

8.5 STUDIO42 may communicate with the Member by email. By providing an email address to STUDIO42 the Member consents to receiving email communications from STUDIO42, including notices pursuant to these Terms and Conditions. The Member also accepts the risk that email may not be a secure and confidential means of communication. STUDIO42 will not be liable for any loss or damage suffered as a result of communicating with a Member by email.

8.6 STUDIO42 reserves the right to refuse admission to the Studios.

8.7 STUDIO42 may assign the benefit of the Registration Form and a Member's Membership to a third party at any time without notice to the Member.

8.8 A person who is not a party to the Registration Form has no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of the Registration Form.

These Terms and Conditions and any disputes arising from them shall be governed by the laws of England and subject to the exclusive jurisdiction of the English courts.

9. WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

10. NOTICES

All notices given by you to us must be given to STUDIO42 at cancellations@studio42.co.uk. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in clause 10 above. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. 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.

11. TRANSFER OF RIGHTS AND OBLIGATIONS

11.1 The contract between you and us is binding on you and us and on our respective successors and assignees.

11.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

11.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

12. EVENTS OUTSIDE OUR CONTROL

12.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).

12.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- (a) strikes, lock-outs or other industrial action;
- (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- (e) impossibility of the use of public or private telecommunications networks;
- (f) the acts, decrees, legislation, regulations or restrictions of any government; and
- (g) pandemic or epidemic.

12.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

13. WAIVER

13.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.

13.2 A waiver by us of any default will not constitute a waiver of any subsequent default.

13.3 No waiver by us of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 11 above.

14. SEVERABILITY

If any court or competent authority decides that any of the provisions of these terms and Conditions or any provisions of a Contract 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.

15. ENTIRE AGREEMENT

15.1 These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any Contract.

15.2 We each acknowledge that, in entering into a Contract, neither of us relies on, or will have any remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in these terms and conditions or the documents referred to in them.

15.3 Each of us agrees that our only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) will be for breach of contract.

15.4 Nothing in this clause limits or excludes any liability for fraud.

16. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

16.1 We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

16.2 You will be subject to the policies and terms and conditions in force at the time that you order products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Dispatch Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Products).

17. LAW AND JURISDICTION

Contracts for the purchase of Products or Services through our site 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) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) will be subject to the non-exclusive jurisdiction of the courts of England and Wales.

18. THIRD PARTY RIGHTS

A person who is not party to these terms and conditions or a Contract shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.