



1.INTERPRETATION AND VARIATION

1.1 In the Terms and Conditions the following definitions apply:

“Company” means Smooth Cactus (Sole Trader)

“Client/Member” means any person that has purchased or utilised of one Smooth Cactus’ services.

“Services” means any item that provides the client with access to our products/services or facilities.

“Services or facilities” means any of the studios or spaces open to, or products/services offered to, clients of the company.

“Terms and Conditions” are as defined here.

“Website” means www.smooth-cactus.co.uk or affiliated websites.

1.2 The Terms and Conditions are incorporated into the 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 facilities and the conduct of members. Any such changes will be communicated 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/CLIENT

2.1 Subject to condition 2.2, when a person has purchased a package or used the services, they shall become a Member.

2.2 Acceptance of a person as a Member 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, detrimental to the character of the company 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. Any Member subject to this decision shall forfeit all privileges to membership and shall not be entitled to any refund for any period during which the membership is suspended.

2.4 The Company may run promotional introductory offers from time to time (directly or through an agent). These offers are exclusively for new Members who are not already registered with the Studio and are not for repeat use.

3. PRACTICE SCHEDULE

Details of practice times across the schedule may vary from time to time. Times will be published on our Website.

4. PAYMENT TERMS

4.1 Details of payment plans are available on our Website or shall be such prices as determined by the Company from time to time.

4.2 Payments for practices at one location do not entitle Members to attend practices at any location other than those operated by this Company (in the event that they are available).

4.3 Subject to any statutory right of cancellation, payments for practices, practice fees, monthly subscriptions and annual payments are made non-refundable unless otherwise stated in the Terms and Conditions.

4.4 Workshops, Retreats and Programmes at Smooth Cactus are non-refundable.

4.5 In the event of the Company cancelling a Retreat/Program refunds will be issued to Members. Compensation for airfare or travel costs incurred will not be issued. In the unlikely event that we must cancel a Retreat/Programme due to force majeure (including but not limited to; weather, natural disaster or political upheaval) we cannot guarantee a refund. To cover these risks, we highly recommend that Members purchase travel insurance.



5. PAYMENT PLANS

5.1 Refunds -All payments are non-refundable or transferable for any reason, including, but not limited to holidays, injuries [old & new], illness, family illness, travel delays, missing buses, work issues, arriving after the class has begun & changing your mind. The cancellation policy applies to all members. In the rare instance a refund is made, a 20% administration charge will be applied.

5.2 Booking- All classes must be paid for at the time of booking online via the booking system. Classes can be booked up to 6 months in advance and up to 30 minutes prior to the class start time.

5.3 Payment plan expiration - Payment Plans cannot be extended beyond their expiration date. If there is credit remaining on a Plan and the Plan expires, the credit will also expire.

6. REGISTRATION & HEALTH FORM

6.1 Members are required to complete the a registration form, answering the health questions determining the safety and any possible risk of exercising based on the answers provided.

6.2 Members are advised not to undertake strenuous physical activities without first seeking medical advice if they have concerns over their physical condition. Studio users must notify the studio owner of any circumstances affecting their health which may be exacerbated through continued use of the services or activities.

6.3 Members are always required to follow the instructions of the teachers or studio owner

7. PERSONAL BELONGINGS

Personal belongings are brought to any spaces or facilities are done so at the Member's own risk and the Company does not accept liability for any loss or damage.



8. BOOKINGS

8.1 Early Cancellation – If Members cancel more than four hours before the start of practice no charge will be applied.

8.2 Late Cancellation – If Members cancel less than four hours of the practice start time, full charge will be applied.

8.3 No Show (Failure to attend or cancel a practice) full charge will be applied.

8.4 Regular No Show – if a member no shows concurrently on more than 4 occasions, please refer to 2.3.

9. USE OF FACILITIES

9.1 A Member is welcome to use the facilities. The Company may at any time 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.

9.2 The Company does not currently provide services to children

9.3 Any child under the age of 18 will be refused access to practice

10. FITNESS AND HEALTH

10.1 Members are advised not to undertake strenuous physical activities without first seeking medical advice if they have concerns over their physical condition. The Company 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.

10.2 Members must notify the Company of any circumstances affecting their health which may be exacerbated through practicing with them.

10.3. Members must notify the Company of any changes to their health and wellbeing.



11.DRESS & FOOTWEAR

Members are encouraged to wear clothes appropriate to the practice you are participating in. Footwear should be removed on entry to studios and left in the appropriate areas.

12.SAFETY & HYGIENE

12.1 Smoking is not allowed anywhere on of the practice premises or spaces

12.2 No crockery, glass or food is permitted in the studios. No pets (unless guide dogs) are permitted on the studio premises, but are welcome in the open spaces.

12.3 Members are requested not to walk around the Studios, changing rooms or showers barefoot if they have foot complaints (please wear flip flops).

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

13.GENERAL GUIDELINES

13.1 Members must at all times observe the facility guidelines and are requested to comply with any reasonable directions issued to ensure the smooth operation for the convenience of all Members.

13.2 Members are required to give written notice to the Company of any change of address, email or contact number. Failing such notice, all communications shall be assumed to have been received by the Member within 5 days of mailing to the last address notified to the Company.

13.3 The Company reserves the right to refuse admission to the facilities.

13.4 A person who is not a Member has no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any terms of the Membership agreement or use any of the facilities provided by the company.

13.5 The Company may, if a Member so wishes, communicate with the Member by electronic mail ("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 any risk that email may not be a fully 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 in this manner.

14. LIMITATION OF LIABILITY

14.1 The Company cannot be held responsible for any service or equipment not being available for whatever reason. The Company reserves the right to make alterations to the types of facilities provided, without notice and in its absolute discretion and the Company shall not be liable for any loss occasioned by such alterations except in so far as loss is by law incapable of exclusion.

14.2 It is the Member's responsibility to ensure that they are capable of undergoing a routine of exercises provided by any programme that they follow or class that they attend. Members accept the risk of injury from performing exercises and are advised to consult their doctor prior to beginning any programme or class. The Company accepts no liability for loss or damage to property or injury of Members on Company premises or outside except in so far as such loss, damage, or injury is by law incapable of exclusion.

Agreed by

Name: _____

DATE: _____