

## Terms and conditions

Please read all these terms and conditions.

As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with. If you are not sure about anything, call 01352 879550 or contact us in writing.

### Application

1. These Terms and Conditions will apply to the purchase of the services and goods advertised in our website, catalogues, brochures or other form of advertisement by you (the **Customer** or **you**).
2. We are Elite Dance and Fitness Studios Ltd whose trading name is Elite Studios a company registered in England and Wales under number 09601557 whose registered office is at The Square, Mercia Drive, Mynydd Isa, Flintshire, CH7 6UY with email address enquiries@elitedanceandfitness.co.uk; telephone number 01352 879550; (the **Supplier** or **us** or **we**).
3. These are the terms on which we sell all Services to you. By ordering any of the Services, you agree to be bound by these Terms and Conditions.

### Interpretation

4. **Consumer** means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession;
5. **Contract** means the legally-binding agreement between you and us for the supply of the Services;
6. **Delivery Location** means the Supplier's premises or other location where the Services are to be supplied, as set out in the Order;
7. **Goods** means any goods that we supply to you with the Services, of the number and description as set out in the Order. This refers to items of clothing, footwear and refreshments, purchased from the premises.
8. **Order** means the Customer's order for the Services from the Supplier as set out overleaf. This specifically refers to payments for children's term fees and adult membership subscriptions
9. **Services** means the services, including any Goods, of the number and description set out in the Order.

### Services

10. The description of the Services and any Goods is as set out in our website, catalogues, brochures or other form of advertisement.
11. In the case of Services and any Goods made to your special requirements, it is your

responsibility to ensure that any information or specification you provide is accurate.

12. All Services are subject to availability and may be cancelled should we be unable to provide suitable cover for a class.
13. We can make changes to the Services which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes.
14. Elite Studios will not offer services on Bank Holidays and will close completely between Christmas and New Year.

### **Customer responsibilities**

15. You must co-operate with us in all matters relating to the Services, provide us and our authorised employees and representatives with access to personal information to allow us to provide a safe Service to you. All information provided will be handled securely as per the Data Protection Act.
16. The Customer is responsible to pay upfront for Services offered. Children's dance fees are due on the first day of term and will be invoiced 7 days prior. Any amendments to the invoice must be raised with Elite Studios by emailing [enquiries@elitedanceandfitness.co.uk](mailto:enquiries@elitedanceandfitness.co.uk). Any queries made after 7 days from the invoice date will not be amended and no refunds will be given. Adult fitness memberships are processed upfront on a monthly basis. The Customer must provide 30 days written notice should they wish to terminate their Contract. The Customer must also ensure that the billing information held securely by Elite Studios is correct and up-to-date.
17. If Elite Studios attempts to contact the Customer to inform them that a payment has been declined, the Customer has a responsibility to respond. If no communication is received within 14 days, Elite Studios reserves the right to remove all Services on offer.
18. Failure to comply with the above is a Customer default which entitles us to suspend the offering of the Services until the matter is resolved. Elite Studios can terminate the Contract with immediate effect by providing written notice.

### **Basis of Sale**

#### Memberships

19. Our membership packages are created on a 12 month's rolling basis. At the end of your 12 month's continual membership, you will receive your next month free. If your contract rolls over after the initial term, you can end your membership by giving us one full calendar months' notice in writing to [enquiries@elitedanceandfitness.co.uk](mailto:enquiries@elitedanceandfitness.co.uk).
20. Elite Studios offers loyalty points for every consecutive month attended. When 12 months' continual membership has been recorded, the Customer will then be entitled to one month free. Elite Studios will notify the Customer when this is due.
21. Any special offers are subject to the specific terms created by Elite Studios

22. Members are able to upgrade up demote or promote their membership by providing written instructions, giving one month's notice
23. Should you wish to 'pause' your membership at any time, you may do so providing 30 days' notice. All loyalty points accrued in this time will be lost and will start from zero up recommencing a membership. No loyalty points will be carried over.

### Purchases

24. All purchases made at reception for items of uniform or clothing must be paid for at point of order. Any items that are not held in stock will be ordered by Elite Studios and the Customer will be notified when the goods have arrived.
25. All purchased items can be returned for full refund or exchange within 14 days by providing evidence of purchase. Items for refund or purchase must be presented in original packaging and must not have been worn or used.
26. Elite Studios reserves the right to change prices at any time.

### **Fees and Payment**

27. The fees (**Fees**) for each type of Service or the price of any Goods, is that set out in our current price list.
28. Fees and charges include VAT at the rate applicable at the time of the Order, so that, if the rate of VAT increases before acceptance of the Order, we will only increase the Fees or charge by the amount of that increase if you agree, otherwise we must reject the Order and promptly inform you of this.
29. Child's dance Fees are processed using our secure online merchant account and will be processed each half term. The amount due will be dependent on the number of weeks in the term and the number of classes attended. Any requests to make payment in an alternative manner must be discussed with Elite Studios.
30. All children's dance Fees are subject to a 10% discount for attending a) multiple classes and b) having another sibling in the school. This discount can be removed by Elite Studios at any time.
31. Adult Memberships Fees are processed using our secure online merchant account and will be processed every month on the Customer's selected date.
32. If the Customer's payment should decline using the online merchant account, Elite Studios will contact the Customer to advise. The payment will then be processed again 3 days later. If the payment continues to decline and no contact is made from the Customer to arrange payment, even in part, then any subsequent failed payment processing attempts will incur a 10% admin charge.
33. Children's festival, exam fees and show costume hire fees are payable upfront and the amount due will be emailed to the Customer. Failure to pay in full before the event takes place may result

in the child being unable to take part in the event.

### **Collection of Goods**

34. Any Goods ordered from Elite Studios will be collected by the Customer from the registered address, during the published opening hours.
35. The Goods will become your responsibility from the completion of Customer collection. You must, if reasonably practicable, examine the Goods before accepting them.

### **Risk and Title**

36. Risk of damage to, or loss of, any Goods will pass to you when the Goods are collected.
37. You do not own the Goods until we have received payment in full. If full payment is overdue, we can choose, by notice to cancel any collection and end any right to use the Goods still owned by you, in which case you must return them to Elite Studios.

### **Cancellation**

38. You can withdraw the Order for goods or service by providing notice within 7 days. If you simply wish to change your mind and without giving us a reason, and without incurring any liability. If an adult Membership wishes to be cancelled within the first 7 days, a pro-rata amount will be calculated by Elite Studios for Service provided within this time.
39. Children's dance class enrolment can be cancelled at any time by providing notice in writing to Elite Studios. If cancellation is made before the end of a half term that has been paid in full, no refunds will be given. No further payments will be processed however. Failure to advise of cancellation later than 7 days past the invoice date will result in full payment being processed and no refunds will be given. It is the Customer's responsibility to advise Elite Studios of any cancellations or amendments to the child's dance classes attended before payments are processed on the first day of every half term.
40. Pupils are strictly not permitted to attend another dancing school whilst registered at Elite Studios. In such circumstances, Elite Studios reserves the right to withdraw services.

#### **1. Membership Cancellations**

41. At Elite Studios, we have no joining fee, no cancellation fee and there is no contract. All we ask is if you are unable to continue with your membership, that you give us a month's notice in writing. Please note that the following month will be charged at full price and will continue each month until advised otherwise. Cancellations may not be presented on the same day as joining. Loyalty points are earned for every consecutive month attended. After 12 months, these can be exchanged for one month's free membership. When your membership is cancelled, any loyalty points accrued will be lost.

#### **2. Class Cancellations**

##### **a) Members**

\* Classes must be cancelled online via the app or website or by calling 01352 879550.

\* Any cancellations made within 2 hours of the class start time will be classed as a 'late cancellation' as it does not allow enough time for new clients to take the previously reserved space. If 3 late cancellations are recorded within a month, Elite Studios reserves the right to suspend booking privileges for one week. Members are still invited to attend class by turning up to see if there is an available space but will not be able to reserve their space within a class for 7 days.

\* If a member fails to attend a class without any notification (this is classed as a 'no show') twice in a month, Elite Studios reserves the right to suspend booking privileges for one week. Members are still invited to attend class by turning up to see if there is an available space but will not be able to reserve their space within a class for 7 days.

#### b) PAYG clients

\* Classes must be cancelled online via the app or website or by calling 01352 879550.

\* Any cancellations made within 2 hours of the class start time will be classed as a 'late cancellation' as it does not allow enough time for new clients to take the previously reserved space. From Monday 11th July, payment for all classes will be made online at the point of booking. If a late cancellation is recorded, no credit will be issued. If cancellation is made before the late cancellation window (more than 2 hours before the class start time), a credit will be held on the account, to be redeemed within one month from the purchase date.

\* If a member fails to attend a class without any notification, this is classed as a 'no show'. No credit will be issued for clients who do not inform us of their cancellation and a 20% admin charge (of the cost of the class) will be processed using the card details held on file.

#### **Conformity**

40. We have a legal duty to supply the Goods and Services in conformity with the Contract, and will not have conformed if it does not meet the following obligation.
41. Upon delivery, the Goods will:
  - a. be of satisfactory quality;
  - b. be reasonably fit for any particular purpose for which you buy the Goods which, before the Contract is made, you made known to us, expressly or by implication, regardless of whether that is a purpose for which goods of that type are usually supplied (unless you do not actually rely, or it is unreasonable for you to rely, on our skill and judgment) and be fit for any purpose held out by us or set out in the Contract; and
  - c. conform to their description.
42. We will supply the Services with reasonable skill and care.
43. Our staff, agents and subcontractors are not medically qualified so if you have any doubts about your fitness or capability to exercise, we strongly recommend that you get advice from a doctor first. For safety reasons, you are responsible for correctly using all studio facilities and reading studio signs.

44. We will not be liable to you for any loss, damage or theft of any property you bring onto our premises
45. The premises are protected by CCTV that records activity outside the building, in reception and in the corridors.

#### **Adult classes**

46. All adult classes must be booked prior to attending with payment made in full for all PAYG clients. Bookings can be made online, using the MindBody App or by contacting Elite Studios. Failure to book a space may result in the Customer being unable to access their chosen class due to the session being full or may result in the class being cancelled if not enough bookings have been made. Elite Studios reserves the right to cancel any classes that do not meet the minimum number of attendees required. Any Customers booked on to a session that is then cancelled, will be contacted by Elite Studios to advise.
47. If the Customer is unable to attend a pre-booked class, they have a responsibility to cancel the booking within a reasonable time to allow another Customer to access this Service. Any cancellations made 2 hours before a class is due to commence will be classed as a 'late cancellation' as it does not allow much time for another Customer to book the free space. All 'late cancellations' will be recorded and monitored by Elite Studios. Please see 'Cancellations' section above for full details.
48. Failure to attend a pre-booked class without notice of cancellation will be monitored by Elite Studios. Please see the 'Cancellations' section above for full details.
49. Elite Studios will be open as per the advertised opening hours. The centre will be closed on all Bank Holidays and during the Christmas period (will close on 23<sup>rd</sup> December). No Membership refunds will be made during this time as loyalty points are being offered to earn a free month's membership are 12 month's consecutive attendance as a member. Any discounts offered by Elite Studios during this time are made at the discretion of the Company and may not be offered again in the future.

#### **Circumstances beyond the control of either party**

50. In the event of any failure by a party because of something beyond its reasonable control:
  - a. the party will advise the other properly as soon as reasonably practicable; and
  - b. the party's obligations will be extended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect the Customer's above rights.
  - c. Elite Studios reserves the right to close in the event of damage to the premises, natural disaster or extreme weather conditions. Closure will be based on the health and safety risk to clients and staff. Appropriate refunds will be offered to clients if closed for longer than 3 working days.

### **Governing law, jurisdiction and complaints**

51. The Contract (including any non-contractual matters) is governed by the law of England and Wales.
52. Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.
53. We try to avoid any dispute, so we deal with complaints as follows: If a dispute occurs, customers should contact us to find a solution. We will aim to respond with an appropriate solution within 5 days. Complaints can be raised in person, by calling or by email.