



Terms and conditions

Updated 29/10/21

Please read the terms and conditions below fully before attending classes with Elite Studios or Elite Online.

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 apply to the purchase by you (the Customer) of any Goods and Services advertised in our website, catalogues, brochures or other form of advertisement.
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. Our trading address is at The Square, Mercia Drive, Mynydd Isa, Flintshire, CH7 6UY (the Premises).
3. Our email address is elite.reception@outlook.com and our telephone number is 01352 879550.
4. We set out below the terms on which we sell Goods and Services to you. By ordering any of our Goods and Services you agree to be bound by our Terms and Conditions. These Terms and Conditions apply to and govern any contract you make with us so it is important you understand and accept them. If anything is not clear, please contact us before proceeding.

### **Interpretation**

5. Consumer means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession;
6. Contract means a legally-binding agreement between you and us for the supply of Goods and/or Services;
7. Delivery Location means the Premises or other location where the Goods and/or Services are to be supplied, as set out in the Order;
8. Order means your order for Goods and/or Services from us. This includes payments for children's term fees and adult membership subscriptions.

9. Goods means any Goods that we supply to you, either with or without Services, of the number and description as set out in the Order. Goods includes items of clothing, footwear and refreshments, purchased from the premises.

### **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 provision of Goods and Services, and provide us and our authorised employees and representatives with access to your personal information to allow us to provide Goods and Services to you. All personal information you provide will be handled and stored securely as per the Data Protection Act.

16. You must pay in advance for Services offered. Children's dance fees are due on the first day of term and will be invoiced 7 days prior. Any queries or proposed amendments to the invoice must be raised with us by emailing [elite.reception@outlook.com](mailto:elite.reception@outlook.com) within 7 days of the invoice date. Any queries made after 7 days from the invoice date will not be actioned and no refunds will be given. Adult fitness memberships are processed upfront on a monthly basis. You must provide 30 days written notice should you wish to terminate your Contract. You must also ensure that the billing information held by us is correct and up-to-date.

17. If we contact you to inform you that a payment has been declined, you have a responsibility to respond. If no communication is received from you within 14 days, we reserve the right to withhold the provision of Services to you.

18. Failure to comply with the above is a Customer default which entitles us to suspend the provision of Services until the matter is resolved. In these circumstances we reserve the right to terminate the Contract at our discretion with immediate effect by providing written notice to you. Basis of Sale Memberships

19. Our membership packages are created on a 12 months rolling basis. We offer loyalty points for every consecutive month attended. At the end of your 12 months' continuous

membership, you will receive your next month free. We will notify you when this is due. If you continue your contract after the initial term, you can end your membership by giving us one full calendar month's notice in writing. Any special offers are subject to specific terms created by us.

20. Members are able to upgrade or downgrade their membership by providing written instructions. Upgrades will be processed immediately; downgrades are subject to one month's notice.

21. Members may suspend their membership for a maximum of 2 months owing to illness or injury without losing any loyalty points accrued. Any requests to suspend membership must be in writing and accompanied by a written note from a doctor or professional medical practitioner. Any subsequent requests to cancel membership will only be accepted after the suspension period has ended and will require one month's notice at that time.

22. We reserve the right to terminate any membership at our discretion.

### **Purchases**

23. 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 us and you will be notified when the goods have arrived.

24. All purchased items can be returned for full refund or exchange within 14 days by providing evidence of purchase. Items for refund must be presented in original packaging and must not have been worn or used.

25. We reserve the right to change prices at any time.

### **Fees and Payment**

26. Our current price list contains details of our fees for Services we provide and Goods we sell.

27. Fees and charges include VAT at the rate applicable at the time of the Order. If the rate of VAT increases before completion of the Order, you agree to bear the cost of such increase. In the absence of agreement, we may, at our discretion, treat the order as cancelled.

**28.** Children's dance Fees are processed using our secure online merchant account and will be processed each term. Fees are charged per term, and full term fees are payable regardless of any days or weeks a child is unable to attend. We are unable to make exceptions for individual absences, as our fees are structured per term to allow us to plan and secure classes, staffing, and resources in advance. This is essential for the smooth running and sustainability of the business. Any requests to make payment in an

alternative manner must be agreed by us. **28a.** New students who join after a term will only be required to pay the remaining balance for the rest of that term.

29. 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 is discretionary and can be removed by us at any time.

30. Adult Memberships Fees are processed using our secure online merchant account and will be processed every month on your selected date.

31. If your payment is declined we will contact you to advise. The payment will then be processed again 3 days later. If the payment continues to decline and no contact is made from you to arrange payment, even in part, then any subsequent failed payment processing attempts will incur a 10% administration charge.

32. Children's festival, examination fees and show costume hire fees are payable in advance and the amount due will be emailed to you. Failure to pay in full before the event takes place may result in your child being unable to take part in the event.

### **Risk and Title**

33. Any Goods ordered from us will be collected by you from our premises during published opening hours.

34. The Goods will become your responsibility on collection. You must, if reasonably practicable, examine the Goods before accepting them.

35. Risk of loss or damage to Goods will pass to you when the Goods are collected.

36. You do not own the Goods until we have received payment in full. If full payment is not made, we may, by notice in writing, cancel the contract for the Goods thus terminating any rights you may have to use the Goods, in which case you must return them to us. Cancellation

37. You may cancel an Order for goods or services by giving us written notice within 7 days of the Order, without incurring any liability. If you wish to cancel an adult Membership within the first 7 days, we will calculate a pro-rata amount for Services provided within this time.

38. Children's dance class enrolment can be cancelled at any time by providing us with written notice. If cancellation is made before the end of a half term that has been paid in full, no refunds will be given, however, no further payments will be processed. Failure to advise of cancellation within 7 days of the invoice date will result in full payment being processed and no refunds will be given. It is your responsibility to advise us of any

cancellations or amendments to your child's dance classes before payments are processed on the first day of every half term.

39. Pupils are strictly not permitted to attend another dancing school whilst registered at Elite Studios. In such circumstances, we reserve the right to withdraw services.

### **Membership Cancellations**

40. At Elite Studios, we have no joining fee and no cancellation fee. All we ask is if you are unable to continue with your membership, you give us a month's notice in writing. 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.

### **Class Cancellations**

#### a) Members

- i) Classes must be cancelled online via the app or website or by calling 01352 879550.
- ii) Any cancellations made within 4 hours of the class start time (Studio classes only) 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. Members can attend online classes as normal.
- iii) 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. Members may also attend online classes.

#### b) PAYG clients

- i) Classes must be cancelled online via the MindBody App or website.
- ii) Any cancellations made within 4 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. Payment for all classes will be made online at the point of booking. If a late cancellation is recorded, the PAYG class fee will be charged. If cancellation is made before the late cancellation window (more than 4 hours before the class start time), a credit will be held on the account, to be redeemed within one month from the purchase date. This only applies to Studio classes.

iii) If a member fails to attend a class without any notification, this is classed as a 'no show' and the class fee will be charged. No credit will be issued.

### **Conformity**

41. We have a legal duty to supply Goods and Services in conformity with our contract with you.

42. Upon delivery, the Goods will:

a) be of satisfactory quality;

b) be reasonably fit for any particular purpose which you made known to us before the contract was made (whether 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.

43. We will supply Services with reasonable skill and care.

44. 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 take advice from a doctor first. For safety reasons, you are responsible for correctly using all studio facilities and reading studio signs.

45. We will not be liable to you for any loss, damage or theft of any property you bring onto our premises

46. The premises are protected by CCTV that records activity outside the building, in reception and in the corridors.

### **Adult classes**

47. 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 you being unable to access your chosen class due to the session being full or may result in the class being cancelled if not enough bookings have been made. We reserve the right to cancel any classes that do not meet the minimum number of attendees required. We will advise any Customers booked on a session that is then cancelled.

48. If you are unable to attend a pre-booked class, you have a responsibility to cancel the booking within a reasonable time to allow another Customer to access this Service. Any cancellations made less than 4 hours before a class is due to commence will be classed as a 'late cancellation' as it does not allow sufficient 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.

49. 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.

50. We will be open as per our advertised opening hours. We will be closed on all Bank Holidays and during the Christmas period (we will close on 23rd December). No Membership refunds will be made during this time as loyalty points are being offered to earn a free month's membership after 12 months consecutive attendance as a member. Any discounts we offer during this time are at our discretion and may not be offered again in the future. Circumstances beyond the control of either party

51. In the event of any failure by either you or us because of something beyond our reasonable control:

a) the defaulting party will advise the other party as soon as reasonably practicable, and;

b) that party's obligations will be extended so far as is reasonable, and that 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) We reserve 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. These Terms and Conditions (including any non-contractual matters and obligations arising from them or associated with them) shall be governed by, and construed in accordance with, the laws of England and Wales. 52. Any dispute, controversy, proceedings or claims between us relating to these Terms and Conditions (including any non-contractual matters and obligations arising from them or associated with them) shall fall within the jurisdiction of the courts of England and Wales. 53. In the event that one or more of these Terms is found to be unlawful, invalid or otherwise unenforceable, that or those provisions shall be deemed severed from the remainder of the Terms which shall remain valid and enforceable. 54. We try to avoid any disputes. If a dispute occurs, customers should contact us to find a solution. We will aim to respond with an appropriate solution within 5 working days. Complaints can be raised in person, by telephone, or by email. Coronavirus 55. Adult Dance and Fitness Classes a) Elite Studios operates under the Government Guidelines regarding the Coronavirus pandemic b) Wherever possible, all Studio classes are also streamed Online to allow participants to take part at home. Clients are therefore asked to select whether they want to book a class in the 'Studio' or 'Online' at the time of booking. c) All adult clients are required to wear a face covering when entering the building. These can be removed upon entering

Studio 1 or 2 and must be reapplied when exiting the building. Full details can be found on our Coronavirus Guidelines document. d) In the event of a lockdown, the Studio will revert to delivering all classes online. Our normal terms regarding cancellation of membership will apply and no immediate cancellations will be granted. e) All members attending online classes do so at their own risk. They are required to ensure that their space to exercise in is safe, with no hazards and that their footwear and clothing is appropriate. Elite Studios takes no responsibility for any injuries or accidents.

56.Children's Dance Classes a) All children over the age of 11 are required to wear a face covering when entering the building. These can be removed when entering Studio 1 or 2. b) Should a child who attends classes at Elite Studios test positive for Coronavirus, parents are required to advise Elite Studios immediately. Any classes that the child has attended will be suspended from the Studio and will be delivered online for 2 weeks. No refunds will be given. c) If a child has potentially come into contact with someone who has tested positive and is self-isolating, the parent is required to inform Elite Studios. Out of transparency, the class members will be informed but the class will continue as normal in the Studio. d) In the event of another lockdown, the Studio will return to delivering all classes online. Our normal terms regarding cancellation of classes will apply and no refunds will be given for the remainder of the half term. e) Please refer to our Coronavirus Guidelines document for full details. f) All children attending online classes do so at their own risk. They are required to ensure that their space to dance in is safe, with no hazards and that their footwear and clothing is appropriate. Elite Studios takes no responsibility for any injuries or accidents.