



## **STUDIO EH1 Terms and Conditions**

- 1) It is your responsibility to ensure that you are capable of undergoing the activities in any exercise programme which you follow and, in particular, you should take medical advice before embarking on any exercise programme. All activities are undertaken at your own risk and under your own medical advice.
- 2) studioEH1 Ltd strongly recommends that you seek the approval from a doctor before taking part in physical exercise if you are affected by any of the contraindications as listed on the studioEH1 Induction Form. If during any activity you feel pain, dizziness or excessive shortness of breath stop exercising and consult your doctor. studioEH1 Ltd cannot be held responsible for any loss or injury incurred during exercise.
- 3) studioEH1 Ltd recommends training shoes are worn during sessions for added support and protection.
- 4) studioEH1 Ltd makes no warranty or representation and provides no guarantee as to the results of any exercise programme.
- 5) studioEH1 Ltd and its agents, contractors and employees shall not be liable for any claims, demands, damages, rights of action or other causes of action, whether present or future, arising out of or connected in any way to the use of any of the information provided through a website, correspondence or consultation, including, without limitation, in relation to any injuries sustained by you except in so far as it can be proven that the relevant injury relates to the wilful act, neglect or default of studioEH1Ltd or any agent, contractor or employee.
- 6) studioEH1 Ltd may communicate with you via electronic mail ('e-mail'). By providing an e-mail address to studioEH1 Ltd, you consent to receiving e-mail communications from studioEH1 Ltd. You also accept that e-mail may not be a secure and confidential means of communication. studioEH1 Ltd will not be liable for any loss or damage suffered as a result of communicating with you via e-mail.
- 7) These terms and conditions may be revoked, altered or added to from time to time by studioEH1 Ltd, without prior notification to you. Any such variations will be published on the website of studioEH1 Ltd.
- 8) These terms and conditions shall be governed by the laws of Scotland and subject to the exclusive jurisdiction of the Scottish courts.
- 9) The website [www.studioeh1.co.uk](http://www.studioeh1.co.uk) ('website'), all text, photos, imagery and graphics shown on the website and used during correspondence, are protected by copyright and owned by studioEH1 Ltd. You may not copy any of the websites content, text,

photos, imagery and or graphics other than to print or down load for your own reference in relation to exercise technique and or information. All other rights are reserved. The logos, trademarks, service marks and service formats shown and used on the website are the property of studioEH1 Ltd, its licensors and clients. The use of any trademarks, service marks and or service formats is prohibited without the written permission of studioEH1 Ltd.

- 10) Prices are correct at time of being published and subject to change without prior notice. All services are to be paid for in full, in advance of the session commencing using cash, cheque or card. Cancellation of sessions must be made six hours in advance of the session start time. We will do our best to accommodate your request for re-scheduling. If your trainer is unable to find an alternative time within the same calendar week this will result in a cancellation charge equalling 100% of the session value. This charge may be waived under the trainer's discretion (special circumstances or in case of emergency). Notification of cancellation relating to any Direct Debit must be given in writing and received by studioEH1 Ltd no less than one month before the cancellation date. Invoices are to be paid to studioEH1 Ltd within fourteen days of receiving notification.
- 11) All Monthly Unlimited Packages are paid initially by cash, cheque or card and a Direct Debit form is completed and signed by the client. All Direct Debits are taken on the 20<sup>th</sup> of each month. We require 12 working days to set up/cancel a Direct Debit. Initial payments are based on a pro-rata system depending on the date of the client's first session.
- 12) If a monthly payment for one of the Monthly Packages does not reach studioEH1 Ltd by the designated date a full fee will be payable for all previous sessions.
- 13) We request 7 days advance notice be given of any prolonged training absences. If you become ill or injured and have been advised by your doctor to temporarily discontinue training, you may freeze any remaining sessions for a period up to 3 months. In the event of unexpected absence of the trainer, 8 hours notice will be given to you. In the event of your trainer missing a scheduled appointment, your trainer will credit you with one free training session. If your trainer is absent due to a case of emergency you will be rescheduled with no penalty to us. Your trainer will provide you with at least 14 days notice for any prolonged trainer absences. Your trainer will discuss alternative training arrangements with you.
- 14) We request 7 days advance notice be given in order to freeze your sessions for a holiday period of at least 2 weeks. Your Direct Debit payment will be adjusted accordingly.
- 15) You are allowed 4 sessions to ensure your satisfaction with our service. If, after these 4 sessions you are dissatisfied with your training for any reason you are entitled to a full refund on any unused sessions (sessions already undertaken will be charged for at the casual rate). Also, if an emergency arises that prevents you from continuing with your training permanently then you will be refunded for any remaining sessions, any sessions already undertaken will be charged for at the casual rate.

- 16)studioEH1 Ltd Standard Packages are defined as Packages to the value of £100 and over.
- 17)studioEH1 clients on the Duo Deal Package are liable for a surcharge if their training partner does not renew and a new training partner does not sign up to the Deal before the end of the Block of 10 sessions. Clients will be informed of the surcharge on initial sign up.
- 18)Block Packages are valid for 6 months from sale and are non refundable and non transferable.
- 19)A child accompanying their Parent or Guardian must be supervised by them at all times when in either studio. Owing to space restrictions, prams and buggies, in Rutland Square are not permitted.
- 20)Lockers should only be used for storage of property and personal belongings.
- 21)Studio hours may vary on Bank Holidays and over Christmas, New Year and Easter.

**Please contact [studio@studioeh1.co.uk](mailto:studio@studioeh1.co.uk) if you have any questions.**