

AWESOME STUDIOS (ACTIVITIES) LIMITED - TERMS AND CONDITIONS

These terms and conditions govern the use of our website (www.awesomestudiosltd.co.uk) and the provision and use of our services on our website and in our studio (23 High Street, Teddington, TW11 8ET). In these terms and conditions, “we”, “our” and “us” refers to Awesome Studios (Activities) Limited.

It is important that anyone booking themselves or their child into any classes, courses or activities run by us reads these terms and conditions carefully. Use of our website, the purchase of any products or services (whether through this website or in our studio), use of our services and attendance at our studio are governed by these terms and conditions. By continuing to use our website, purchase any products or services, use our services and/or attend our studio, you confirm your agreement to these terms and conditions.

We may amend these terms & conditions at any time without warning by putting the amended terms & conditions on our website. You should check these terms regularly. By using our website you agree to be bound by the terms and conditions in force from time to time, which will supersede and replace any previous terms and conditions between you and us.

We reserve the right to terminate your use of our website and/or your attendance at our studio at any time if you breach any of these terms and conditions. In the case of any such event you, or the participant, are not eligible for a refund of any fees you have paid to us.

PAYMENTS AND REFUNDS

All classes, courses, enrolments and activities must be paid in full in advance. Payments can be made on our website or in our studio. If fees are not paid in advance and on time, we reserve the right to refuse entrance to our studio.

Classes, courses and activities are subject to availability and are available on a first-come, first-served basis. They should be booked using the booking system on our website in order to secure a space.

Adult classes: We require not less than 48 hours’ notice of cancellation of a booking. If a participant is booked into a class and does not attend, or cancels with less than 48 hours’ notice, you will be charged for the class.

Adult memberships: Monthly contracts for unlimited adult sessions may be cancelled on not less than 30 days’ written notice, such notice to expire at the end of a membership month (so that, for example, if your membership runs from the 15th of the month and you give notice on 1st March, your membership will terminate on 15th April). Notice must be emailed to info@awesomestudiosltd.co.uk for the attention of NATALIE LESS or MARTINA SZEKELY. It is your responsibility to confirm that we have received the notice: if you do not receive an acknowledgment of receipt, you must contact us without delay.

Children and teen Saturday classes: We require not less than 48 hours’ notice of cancellation of a booking. If a participant is booked into a class and does not attend, or cancels with less than 48 hours’ notice, you will be charged for the class.

Children and teen weekday classes and babies and pre-school classes: All children and teen weekday classes and all babies and pre-school classes run on a termly enrolment basis, except for baby yoga and baby massage which are four-week courses. All bookings and payments are non-refundable. If a participant is unable to attend a class or course for any reason, we will not be liable to offer a refund, credit voucher or alternative class or course. Notwithstanding the foregoing, if we are able to offer an alternative class or course, we may do so in our sole discretion. If we do offer an alternative class or course and the participant chooses not to accept the alternative offered, the participant will not be entitled to a refund.

Soft play sessions: We require not less than 48 hours’ notice of cancellation of a booking. If a participant is booked into a session and does not attend, or cancels with less than 48 hours’ notice, you will be charged for the session.

Information displayed on our website or in our studio as to pricing and availability is subject to change by us without notice.

CHILDREN UNDER THE AGE OF 18

All teachers working with children under the age of 18 are DBS checked.

Due to the nature of teaching dance it is sometimes necessary to correct dance positions physically to coincide

with verbal instruction. This is always conducted with the utmost care and professionalism. By signing your child up for a class, course or activity, you consent to the teacher touching the child for this purpose.

By enrolling a child under the age of 18 into any of our classes or courses you certify that you are the person with parental responsibility for the child named and that the information given by you is true to the best of your knowledge and belief.

Children must be collected on time at the end of their class/es by a parent or carer. Parents must notify the teacher in writing at the start of the class if someone else will be collecting the child and clearly name that person.

It is the responsibility of the parent/carer to inform us before signing to our dance classes if a child has special health or medical conditions and we will endeavour to accommodate their needs. It is not always possible to accommodate all needs in a class and we will discuss this with you depending on the individual situation.

If we consider in our sole discretion that a child will require support in order to safely participate in a class, the parent/carer must cover the cost of this and provide an appropriate adult to help the child during the class. Failure to do this will cause the child to be excluded from the class and we will not be obliged to offer any refund or alternative class. We will have the final decision as to whether a child may participate in any class.

We take no responsibility for any injury or illness which occurs to any child before, during, or after any of our classes, courses or activities.

INJURY

Participants should not exercise beyond their own abilities and/or fitness level. If you know or are concerned that you have a medical condition which might interfere with your ability to participate safely in the class you must inform us in writing and seek advice from a relevant medical professional before attending the class. You must follow any advice given by such medical professional. You should also advise the instructor prior to starting the class so that any relevant advice and options can be given.

If participants are required to bring their own equipment to any classes or events you must ensure and guarantee that it is in a fit and proper condition for you to use it.

Participants who are using the first floor gym must be aware that there are no fitness professionals or staff monitoring this area. Participants use the area and all machinery and equipment provided at their own risk and without supervision. If a participant is unsure how to use the equipment safely they should not attempt to use the equipment or machinery. The upstairs gym and all equipment and machinery is used at the participants own risk and we accept no responsibility for any injuries which may occur or for any malfunctioning equipment.

LIMIT ON LIABILITY AND WAIVER

Nothing in these terms is intended to or does exclude or limit our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

Subject to the previous paragraph, we accept no liability for:

- any injury or illness which you suffer before, during or after any class, course or activity; or
- any loss (including, without limitation, direct or indirect or consequential losses) which you suffer as a result of your use of our website or our services or our studio.

When booking a class, course or activity with us, you acknowledge that participating in any dance or fitness class carries the risk of physical injury and you agree to assume all risk and responsibility for any such injury which might occur to the participant. You agree to be aware of your or your child's physical limitations and agree not to exceed them.

You further hereby irrevocably and unconditionally waive and release us and our owners, agents, employees, officers and workers from any and all liability, claims, demands and causes of action which may arise out of or in connection with:

- your or your child's participation in any of our classes, courses or activities;
- your use of our website, our services and/or our studio.

PARTICIPATION AND CONDUCT

Please arrive promptly for your class. If you arrive more than 5 minutes late for a class, you may not be allowed to join the class and you will not be refunded.

You must conduct yourself appropriately at all times when using our studio and participating in our classes, courses and activities and you must ensure the appropriate conduct of any child for whom you are responsible. If you or any child for whom you are responsible act towards any member of our staff or any other participant in any manner which is threatening or abusive or otherwise unacceptable (in the reasonable opinion of any member of staff present), we may insist that you leave our studio immediately. We may also terminate your contract with us with immediate effect (in which case no refund shall be paid).

Participants must follow all reasonable rules and instructions given by us or our instructors, whether in writing or verbally.

FOOD AND DRINK

No food or drink (apart from water) is allowed in any of the studios. Light food and drink may be consumed in the reception area before or after a class.

Participants should bring a water bottle into the studio for the class. Bottled water and light snacks are available to purchase from our studio reception.

SCHEDULE CHANGES

On rare occasions we may have to make certain changes to the date, time or teacher of a class, course or activity. All participants will be notified of any changes as soon as is reasonably possible via the website timetable. We are not obliged to contact individual participants to advise of any such changes. Any such changes shall not constitute a breach of these terms and shall not give the participant the right to cancel their agreement or request or receive a refund.

PHOTOGRAPHY

We may take photographs and/or videos of participants for publicity and marketing purposes. By agreeing to these terms you agree that we may use any photograph of you and/or your child on our website and social media platforms. If you would like to request that images of you and/or your child are not used on our website and social media, please put this request in writing to NATALIE LESS or MARTINA SZEKELY at info@awesomestudiosltd.co.uk as soon as practicable.

Participants must not take photographs or videos of other participants or their children or parents without prior written permission of each person in the room.

ACCESS

Our website is made available free of charge. We do not guarantee that our website, or any content on it, will always be available or that access will be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our website for business and operational reasons.

PERSONAL INFORMATION

Use of your personal information is governed by our Privacy Policy, which may be found on our website.

INTELLECTUAL PROPERTY RIGHTS

The intellectual property rights in the contents of our website and in our logos are owned by us. You may not copy or use our logos or any of the material on our website without our prior written consent.

ASSIGNMENT

We may assign our contract with you to another organisation without your prior consent. We will always tell you in writing if this happens and we will ensure that the assignment will not affect your rights under the contract.

GOVERNING LAW

These terms and conditions and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by, and construed in accordance with, the laws of England and Wales.

You and we irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these terms and conditions or their subject matter or formation.